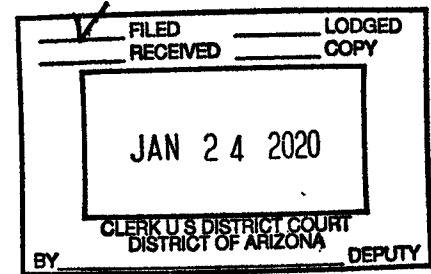


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6 **UNITED STATES DISTRICT COURT**  
7 **FOR THE DISTRICT OF ARIZONA**

8 Paul E. Jozwiak,  
9 [Claimant/Plaintiff],

10 VS.

11  
12 Raytheon Missile Systems;  
13 MetLife Disability;  
14 Beth A. Green;  
15 Dr. Arthur J. Bacon;  
16 Dr. Karen A. Haas;  
17 Dr. John L. Schaller;  
18 Dianne D. Avellar;  
19 Guy C. Slominski;  
20 Joanne Bockmiller;  
21 Mary W. Richardson;  
22 Pat M. Brutscher;  
23 Sean T. Kurysh;  
24 Veronica Thomas,

25 and

26 Other Names May Become Available  
27 At A Later Date Due To The Discovery  
28 Process.

[Defendants].

**VERIFIED COMPLAINT**

No. CV-20-39-TUC-DCB

Complaint For Breach Of ERISA  
Fiduciary Duty, Breach of ERISA Co-  
Fiduciary Duty Under Fraud and/or  
Concealment With Retaliatory  
Discharge and Prohibited Transactions.

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## INTRODUCTION:

The Question(s) That Arise Are When does An ERISA Plan's Statute Of Limitations Begin To Run Or Accrue, What Notice Of The Time Limit(s) For

1 Judicial Review Must ERISA Plans and Administrators Provide To Beneficiaries,  
2 and What Is The Remedy For The Failure and/or Interference In A Claimant's  
3 Protected-Rights Related To Providing These Required Documents and Notices.  
4

5  
6 Under **ERISA § 502 / 29 U.S. Code § 1132**, The Civil Enforcement For Instances  
7 Of An Administrator and/or Fiduciary Who Engages In Criminal Acts Against A  
8 Claimant, The Code Clearly States;  
9

10 **(a) Persons Empowered To Bring A Civil Action;**

11 A Civil Action May Be Brought—  
12

13 **(1) By A Participant Or Beneficiary;**

14 **(2) By The Secretary, Or By A Participant, Beneficiary Or Fiduciary For**  
15 **Appropriate Relief Under Section 1109 Of This Title;**  
16

17 **(3) By A Participant, Beneficiary, Or Fiduciary;**

18 **(A) To Enjoin Any Act Or Practice Which Violates Any Provision Of This**  
19 **Subchapter Or The Terms Of The Plan; Or**  
20

21 **(B) To Obtain Other Appropriate Equitable Relief;**

22 **(i) To Redress Such Violations; Or**  
23

24 **(ii) To Enforce Any Provisions Of This Subchapter Or The Terms Of The Plan.**  
25

26 For Claims Of A Breach Of Fiduciary Duty Under **§ 502(a)(3)**, ERISA Provides A  
27 Limitations Period. Under **ERISA § 413 / 29 U.S Code § 1113**, (Cole v. Travelers  
28 Ins. Co., 208 F. Supp. 2d 248, 258 (D. Conn. 2002)); It Was Found The Plaintiff(s)

1 Must Bring These Claims Within The Earlier Of Six-Years After The Last-Action  
2 That Constituted The Breach, Six-Years After The Actual-Date-Of-Discovery Of  
3 The Breach Or Three-Years After The Earliest Date The Plaintiff Had Actual-  
4 Knowledge Of The Breach. One Must Also Be Aware That Under § 510 / 29 U.S  
5 Code § 1140, One Cannot Discharge, Fine, Nor Interfere With A  
6 Claimant's/Plaintiff's Protected-Rights As These Claims Are Also Remedied By §  
7 502(a) / 29 U.S Code § 1132(a).  
8  
9

10  
11 As One Will See In, (Larson v. Northrop Corp., 21 F.3d 1164, 1172-73 (D.C. Cir.  
12 1994)); and, (Radiology Ctr., 919 F.2d at 1220); and (Shaefer v. Ark. Med. Soc'y,  
13 853 F.2d 1487, 1491-92 (8th Cir. 1988)); The Second Circuit Held That This Six-  
14 Year Period Is NOT Limited To Cases Of Fraudulent Concealment! Instead, It  
15 Reads The Text Literally To Refer To Either Fraud Or Concealment So The Six-  
16 Year Statute Of Limitations Should Be Applied To Cases In Which An  
17 Administrator Or Fiduciary; (1) Breached Its Duty By Making A Knowing  
18 Misrepresentation Or Omission Of A Material Fact To Induce An Employee /  
19 Beneficiary To Act To Their Detriment; Or, (2) Engaged In Acts To Hinder The  
20 Discovery Of A Breach Or Violation Of Fiduciary Duty As In, (Caputo v. Pfizer,  
21 Inc., 267 F.3d 181, 190 (2d Cir. 2001)).  
22  
23  
24  
25  
26  
27  
28

At This Point A Reasonably Honest and Sane Person Must-Realize That For A  
Claimant/Plaintiff To **DISCOVER** An Actual Breach Or Violation Of Duty

1 Involving Fraud and/or Concealment, One Must First Obtain Enough Of The  
2 Necessary Documentation and/or Evidence In The Form Of The Administrative  
3 Record, The Administrative Record's Transaction Report, The Summary Plan  
4 Description (SPD) and All Available Medical Records Or Reports  
5 Which Only FIRST-OCCURRED After September 9<sup>th</sup>, 2014.  
6  
7

8 The Fact(s) Of The Case Are The Claimant/Plaintiff Was Put On Short-Term  
9 Disability (STD) In February 10<sup>th</sup>, 2011, Then Transitioned Over To Long-Term  
10 Disability (LTD) in April 22<sup>nd</sup>, 2011. This Disability Continued Through  
11 November 21<sup>st</sup>, 2012 In Which The Claimant/Plaintiff Had Their Employment and  
12 Disability Benefits Wrongfully TERMINATED and Was First Notified Of This  
13 Adverse Action By Letter In November 26<sup>th</sup>, 2012!  
14  
15

16 At This Point Raytheon and MetLife Disability Still-Failed To Provide The  
17 Required Plan/Policy To The Claimant/Plaintiff In Direct Violation of ERISA §  
18 104(b) / 29 U.S.C. § 1024(b), (Failure To Provide A Plan Summary As Required)!  
19  
20

21 The Claimant/Plaintiff Had On Numerous Occasions During The 2011 Through  
22 2013 Time Frame Contacted MetLife and Raytheon By Letter and/or Phone  
23 Requesting This SPD, However It NEVER Arrived Until By E-Mail On  
24 September 30<sup>th</sup>, 2013. This Wrongful Restriction Of Required By Law  
25 Documents With The Continual Failure To Comply To Legal and Binding  
26 Requests For The ENTIRE Administrative Claim Record Left The  
27  
28

1 Claimant/Plaintiff Without The Necessary Resources To Determine What  
2 Evidence Was Detrimental In Their Determination To TERMINATE-BOTH His

3  
4 Benefits and Employment As Such Action Could Be:

- 5 1. Due To Some Unknown Exclusion and/or Requirement Within The  
6 Plan/Policy That-WAS Or Was-NOT Met!
- 7 2. Some Missing Or Incomplete Documentation and/or Medical  
8 Record Needed To Clarify and Perfect The Claim!
- 9 3. Some Incorrect Or Misinterpreted Report and/or Medical Diagnosis  
10 That Needed To Be Resolved To Perfect The Claim!
- 11 4. Some Administrator, Evaluator Or Other NOT Being Capable  
12 and/or Qualified To Be Doing The Evaluation Of The Claim!
- 13 5. Some Administrator, Fiduciary, Manager and/or Supervisor  
14 Engaging In Coercive Interference Of Rightful Benefits and  
15 Retaliatory Discharge To Conceal A Company's and/or Manager's  
16 Ongoing Misconduct!

17 What Was **FIRST-DISCOVERED** After September 9<sup>th</sup>, 2014 As The Cause

18 For This Wrongful Denial Of The Claim Was That MetLife and Raytheon Had:

- 19  
20 a) Failed To Ever Contact Most Of The Claimant's/Plaintiff's Doctors,  
21 For The Necessary Medical Records and/or For Doing A  
22 Consultation Which Was Needed For A Proper Evaluation Of The  
23 Claim!
- 24 b) Failed To Enter Into The Administrative Record and/or In A Timely  
25 Fashion Those Medical Records That Were Provided To Them By  
26 The Claimant/Plaintiff, Some Doctors and Others!
- 27 c) Failed To Provide Medical Records Which Were Already-Within-  
28 Their-Possession, To Those Who Were Contracted To Perform The  
Disability and/or Medical Review(s)!
- d) Intentionally Provided False and Misleading Information To The

1 Independent Medical Examiners and Others Where Raytheon and  
 2 MetLife Claimed There Were NO Medical Records Available For  
 3 The Evaluation, There Was NO Supporting Evidence Of A Disability  
 4 Or The Claimant/Plaintiff Was An ALREADY-TERMINATED-  
 5 EMPLOYEE From The Company As Documented In MetLife's Own  
 6 Dr. Schumacher's July 10<sup>th</sup>, 2012 Report!

7 e) Intentionally Contacted Doctors Treating The Claimant/Plaintiff To  
 8 Block and/or Cut-Off Medical Tests and Treatment Or In Some  
 9 Documented Cases, Attempted To Get A Doctor To Change Their  
 10 Disability Evaluation From One Of DISABLED To That Of NO-  
 11 DISABILITY As In Dr. Bacon's April 1<sup>st</sup>, 2013 and Other Reports!

12 f) Intentionally Restricted-Access To ALL-PARTS Of The  
 13 Administrative Record, (During The Appeal Process) To Well After  
 14 July 11<sup>th</sup>, 2013, (Per The Actual FEDEX-LABEL) Shown To Be Part  
 15 Of The Administrative Record and Its Weight Being Only 1.0 lb  
 16 Which Is Actually Less-Than 90-Pages!

17 g) Intentionally Withheld The Entire Summary Plan Description (SPD),  
 18 In Direct Violation Of ERISA Law, To Well After The Appeal  
 19 Process Had Ended In Which They First Allowed Access To This  
 20 Plan On September 30<sup>th</sup>, 2013!

21 h) Intentionally Committed Mail-Fraud By Printing Multiple Shipping  
 22 Labels At MetLife, Then Entering Those Labels Into The  
 23 Administrative Record As Proof They Sent The Required Documents  
 24 and Records To The Claimant/Plaintiff! An Investigation Of These  
 25 Labels Has Proven They Were **NEVER-SCANNED** Into The Postal  
 26 and/or Package Systems and Therefore Appear To Have **NEVER-**  
 27 **BEEN-SENT!**

28 i) Intentionally Falsified Multiple Entries Within The Administrative  
 Record To Develop The Record In Such Fashion To Provide Multiple  
 Fraudulent Means For Blocking and/or Denying The Claim!

j) Intentionally Restricted The Appeal Process Review Of The  
 Claimant's/ Plaintiff's Medical Records To Those Dates Beyond  
 November 19<sup>th</sup>, 2012, Stated By A Dr. John L. Schaller For MetLife  
 and As Documented Within The MetLife Administrative Record For

1           **March 8<sup>th</sup>, 2013!**

2           **k) Intentional Acts Of Misconduct Committed By The Administrator,**  
 3           **Fiduciary, Managers and/or Supervisors At MetLife and/or Raytheon**  
 4           **Who Were Engaging In Coercive Interference Of Rightful Benefits and**  
 5           **Retaliatory Discharge To Conceal A Company's and/or Manager's**  
 6           **Ongoing Illegal Activities!**

7           **l) Intentionally Issued DEFICIENT and/or FRADULENT Denial**  
 8           **Letters As Shown By The Administrative Record's Own**  
 9           **Confirmation Of The Disabilities Due To Unresolved Infections,**  
 10           **Candida Albicans, Multiple Broken Abdominal Sutures and/or**  
 11           **Staples, With Body Cavity Infections Causing Serious health**  
 12           **Problems For The Plaintiff. As ERISA Law and ERISA Case Ruling**  
 13           **Clearly and Undeniably States, "If A Participant Does NOT Receive**  
 14           **Adequate Notice With **THE-SPECIFIC-REASON(S)**, The Action**  
 15           ****CANNOT-BE-BARRED** By The Statute Of Limitations"!**

16           **m) Intentionally Issued DEFICIENT and/or FRADULENT Denial**  
 17           **Letters As Shown By The Administrative Record's Own Reports**  
 18           **Where It Shows MetLife and/or Raytheon Were Intentionally**  
 19           **Withholding Medical Records From The Independent Medical**  
 20           **Examiners, Blocked The Review Of Medical Records During The**  
 21           **Appeal Process, **Refused To Allow The Proper Fiduciary, Claims****  
 22           ****and/or Plan Administrator To Review The Claim**, Blocked The**  
 23           **Download Of The Medical Director's Summary Response To The**  
 24           **Claims Record and Many, Many, MANY More Reasons Much Too**  
 25           **Numerous To List Here! Due To **NON-OF-THESE-ACTIONS-****  
 26           ****EVER-BEING-LISTED** Within The Denial Letters, and As ERISA**  
 27           **Law and/or ERISA Case Ruling Clearly and Undeniably States, "If A**  
 28           **Participant Does NOT Receive Adequate Notice With **THE-****  
 29           ****SPECIFIC-REASON(S)**, The Action **CANNOT-BE-BARRED** By**  
 30           **The Statute Of Limitations"!**

31           **Under §502 (a)(3) / 29 U.S.C. 1132 (a)(3) It Has Been Found By The Courts That**  
 32           **A Beneficiary Can Petition For and Be Awarded Benefits, Back-Pay and Front-**  
 33           **Pay, Attorney's Fees, Damages, Interest, Injunctions, Disgorgement, Etc., As**



1 Appropriate Relief. This Relief Can Also Be Obtained Under § 503 / 29 U.S.C §  
2 1133 Which Encompasses Fraud and/or Concealment Etc., By A Fiduciary, Claims  
3 and/or Plan Administrator Or Other.  
4

---

### 7 JURISDICTION:

8 The Supreme Court Has Stated That Federal District Courts Have Exclusive  
9 Jurisdiction Over § 502(a)(3) Claims. See 29 U.S.C. § 1132(e)(1) Which States  
10 That Federal District Courts Have Exclusive Jurisdiction Over All ERISA Claims  
11 Except For Claims Under § 502(a)(1)(B). Under 29 U.S.C. § 1132(f) It Is Also  
12 Stated That District Courts Have Exclusive Jurisdiction Without Regard To  
13 Amount In Controversy Or Parties Citizenship. Where State Law Claims Are  
14 Combined With ERISA Claims, Federal Courts Will Often Assert Pendent  
15 Jurisdiction Over The State Claims. Furthermore, A Case May Be Removed To  
16 Federal Court Where A "*Well-Pleaded-Complaint*" In State Court Results In A  
17 Federal Question Under ERISA. See (Nishimoto v. Federman-Bachrach & Assoc.,  
18 903 F.2d 709, 713 (9th Cir. 1990)).  
19  
20  
21  
22  
23

---

### 26 VENUE:

27 Claims Under § 502(a)(3) Are Subject To ERISA's General Venue Provision,  
28 Which Allows Suits To Be Brought In Any One Of The Following Three Forums:

“(1) *Where The Plan Is Administered*, (2) *Where The Breach Took Place*, or (3) *Where A Defendant Resides Or May Be Found*.” Because The Raytheon Plan Was Administered In The District Being Arizona and Because The Administrator and/or Fiduciary Breaches Involving Willful Fraud and Concealment Took Place In This District, It Has Been Determined This Venue Is Proper For This Case.

### THE PARTIE(S):

#### The Plaintiff(s).

**Claimant:** Paul E. Jozwiak,  
Raytheon Sr. Systems,  
Aerospace Engineer  
 And  
Plan-Participant  
 [Claimant-Plaintiff]

**Address:** Paul E. Jozwiak,  
 404 South Cedar Ave.,  
 Marshfield, WI 54449

**Phone:** (520)-818-4976

#### The Defendant(s).

**Name-1:** Dr. John L. Schaller,  
MetLife Disability  
Independent Medical Examiner,  
 And  
Acting As A Fiduciary  
 [Defendant-Respondent]

**Address:** John L. Schaller,  
 10410 E. Wethersfield Rd.,  
 Scottsdale, AZ, 85259-2412

**Phone:** (480)-767-2415

#### The Defendant(s).

**Name-2:** MetLife Disability,  
Benefits Carrier,

**Name-3:** Raytheon Missile Systems,  
Plaintiff's Employer,

1	And	And
2	<u>Claims Administrator</u>	<u>Plan-Funding &amp; Administrator</u>
3	[Defendant-Respondent]	[Defendant-Respondent]
4	<b><u>Address:</u></b> 5950 Airport Road,	<b><u>Address:</u></b> 1151 E. Herman's Rd,
5	Oriskany, NY 13424	Tucson, AZ, 85756
6	<b><u>Phone:</u></b> (888)-482-5246	<b><u>Phone:</u></b> (520)-794-3000
7		
8	<b><u>Name-4:</u></b> Dianne D. Avellar,	<b><u>Name-5:</u></b> Joanne Bockmiller,
9	<u>Vice President,</u>	<u>Vice President,</u>
10	<u>Benefits and</u>	<u>Human Resources</u>
11	<u>Global Health Resources,</u>	<u>Operations,</u>
12	And	And
13	<u>Plan Administrator</u>	<u>Plan Administrator</u>
14	<u>For 2011 - 2013</u>	<u>For 2014 - 2015</u>
15	[Defendant-Respondent]	[Defendant-Respondent]
16	<b><u>Address:</u></b> Raytheon Corporate	<b><u>Address:</u></b> Raytheon Corporate
17	Benefits	Benefits
18	235 Wyman Street,	235 Wyman Street,
19	Waltham, MA 02451-1219	Waltham, MA 02451-1219
20	<b><u>Phone:</u></b> (781)-522-3000	<b><u>Phone:</u></b> (781)-522-3000
21		
22	<b><u>Name-6:</u></b> Dr. Karen A. Haas,	<b><u>Name-7:</u></b> Dr. Arthur J. Bacon,
23	<u>Raytheon Medical</u>	<u>New Pueblo Medicine,</u>
24	<u>Center's Doctor,</u>	<u>Primary Care Doctor,</u>
25	And	And
26	<u>Acting As A Fiduciary</u>	<u>Acting As A Fiduciary</u>
27	[Defendant-Respondent]	[Defendant-Respondent]
28		

**Address:** Karen A. Haas,  
5151 W. Sweetwater Dr.,  
Tucson, AZ, 85745-9362

**Phone:** (520)-743-0741

**Name-8:** Sean T. Kurysh,  
(Past) Raytheon Human  
Resources Manager,

And

Acting As A Fiduciary

[Defendant-Respondent]

**Address:** 34 Sequoia Grove Way,  
American Canyon,  
CA, 94503-1466

**Phone:** (303)-324-3203

**Name-10:** Mary W. Richardson,  
Raytheon Medical  
Center's Nurse,

And

Acting As A Fiduciary

[Defendant-Respondent]

**Address:** Mary W. Richardson,  
4425 N. Placita-De-Las-Colinas,  
Tucson, AZ, 85745-9734

**Phone:** (520)-743-1637

**Address:** Arthur J. Bacon,  
4935 E. Parade Ground Loop,  
Tucson, AZ, 85712-6623

**Phone:** (520)-318-9566

**Name-9:** Veronica Thomas,  
Raytheon Human  
Resources Manager,

And

Acting As A Fiduciary

[Defendant-Respondent]

**Address:** Raytheon Systems,  
1151 E. Herman's Rd,  
Tucson, AZ, 85756

**Phone:** (520)-794-3000

**Name-11:** Patricia A. Brutscher,  
Raytheon Medical  
Center's Nurse,

And

Acting As A Fiduciary

[Defendant-Respondent]

**Address:** Patricia A. Brutscher,  
8401 S. Kolb Rd., Unit 142,  
Tucson, AZ, 85756-9616

**Phone:** (520)-204-0643

**Name-12:** Guy C. Slominski,  
Raytheon Management  
Engineering Supervisor,

And

Acting As A Fiduciary  
 [Defendant-Respondent]

**Address:** Guy C. Slominski,  
 6805 W. Tombstone Way,  
 Tucson, AZ, 85743-1056

**Phone:** (520)-744-1608

**Name-13:** Beth A. Green,  
Metropolitan Life  
Nurse Consultant,

And

Acting As A Fiduciary  
 [Defendant-Respondent]

**Address:** Metropolitan Life,  
 P.O. Box 14590,  
 Lexington, KY 40511-4590

**Phone:** (888)-482-5246 ext 1778

### TABLE OF AUTHORITIE(S):

- A. In (Caputo v. Pfizer, Inc., 267 F.3d 181, 190 (2d Cir. 2001)). “*The Second Circuit, holds that this 6-YEAR period is not limited to cases of fraudulent concealment. Instead, it reads the text literally to refer to either fraud or concealment so that the 6-YEAR statute of limitations should be applied to cases in which a fiduciary: (1) Breached its duty by making a knowing misrepresentation or omission of a material fact to induce an employee/beneficiary to act to his detriment; or (2) Engaged in acts to hinder the discovery of a breach of fiduciary duty.*”
- B. In (Glenn v. Metropolitan Life Ins. Co., 2005 WL 1364625 at \*4 (S.D.Ohio, June 8, 2005)); “*The Supreme Court held that when the administrator determines eligibility and pays the benefits out of its own pockets, a conflict of interest arises.*”
- C. In (Peruzzi v. Summa Med. Plan, 137 F.3d 431, 433 (6th Cir. 1998)); “*The Courts found an inherent conflict of interest in self-funded and administered*

- 1        *plans.”*
- 2        D. In (White v. Jacobs, Eng’g Grp. Long Term Disability Benefit Plan, 896 F.2d
- 3        344, 350 (9th Cir. 1989)); “*When a benefits termination notice fails to explain*
- 4        *the proper steps for appeal, the plan’s time bar is NOT triggered.”*
- 5        E. In (Epright v. Env’tl. Res. Mgmt., Inc. Health & Welfare Plan, 81 F.3d 335, 342
- 6        (3d Cir. 1996)); “*When a letter terminating or denying plan benefits does NOT*
- 7        *explain the proper steps for pursuing review of the termination or denial, the*
- 8        *plan’s time bar for such a review is NOT triggered.”*
- 9        F. In (White v. Aetna Life Ins. Co., 210 F.3d 412, 416 (D.C. Cir. 2000)); “*Holding*
- 10        *Deadline NOT triggered if administrator failed to substantially comply with §*
- 11        *1133.”*
- 12        G. In (Yancy v. United of Omaha Life Insurance Co., F. Supp. 3d, 2015 WL
- 13        5132086 (C.D. California August 25, 2015)); “*Because the record reflects that*
- 14        *United considered and even relied on [the IME] report in making its appellate*
- 15        *determination to uphold the claim denial, United violated ERISA’s procedural*
- 16        *requirement when it failed to make the report available to plaintiff for review*
- 17        *and comment during the appeals process.”*
- 18        H. In (Berger v. AXA Network LLC, 459 F.3d 804, 815 (7th Cir. 2006)); “*Holding*
- 19        *Period Begins when plaintiffs discovered unlawful policy and NOT when*
- 20        *employer applied policy to them.”*
- 21        I. In (Miller v. Am. Airlines, Inc., 632 F.3d 837, 852-53 (3d Cir. 2011)); “*A*
- 22        *plan’s termination letter was legally insufficient because the letter did NOT*
- 23        *provide specific reasons for the termination, written in language a participant*
- 24        *could understand and did NOT advise the plaintiff how he can perfect his claim*
- 25        *in detail.”*
- 26        J. In (Garratt v. Walker, 164 F.3d 1249, 1256 (10th Cir. 1998)); “*An employer can*
- 27        *discriminate within the meaning of § 510 if the employer made conditions so*
- 28

- 1     difficult so as to create a constructive discharge."
- 2     **K.** In (Zervos v. Verizon New York Inc., 277 F.3d 635, 648 (2d Cir. 2002)); "A  
3     remand of an ERISA action seeking benefits is inappropriate where the  
4     difficulty is not that the administrative record was incomplete but that a denial  
5     of benefits based on the record was unreasonable."
- 6     **L.** In (Grossmuller v. International Union, United Auto., Aerospace Agric.  
7     Implement Workers of Am., UAW, 715 F.2d 853, 858-59 (3d Cir. 1983));  
8     "Finding a case, where the review of the medial evidence was arbitrary and  
9     capricious or unreasonable, the proper remedy is to retroactively grant benefits  
10    without a remand."
- 11    **M.** In (Govindarajan v. FMC Corp., 932 F.2d 634, 637 (7th Cir. 1991)); "Finding  
12    that the insurer conducted a selective review of the medical evidence and  
13    reached a conclusion that was unreasonable, the proper remedy is to  
14    retroactively grant benefits without a remand."
- 15    **N.** In (Thomas v. CIGNA Group Ins., 2015 WL 893534 (E.D.N.Y. 2015)); "A  
16    Federal Court held that posting a Summary Plan Description (SPD) on a  
17    company intranet site without additional action does NOT satisfy ERISA's  
18    distribution requirements."
- 19    **O.** In (Mattei v. Mattei, 126 F.3d 794, 806 (6th Cir. 1997)); "After determining that  
20    § 510 prohibits actions beyond employee-employer relationship, the court  
21    determined that plaintiff could properly sue estate that prevented her from  
22    obtaining ERISA benefits."
- 23    **P.** In (Tingey v. Pixley-Richards W., Inc., 953 F.2d 1124, 1132 n.4 (9th Cir.  
24    1992)); "Action for interference with benefits was proper against both employer  
25    and insurer that allegedly coerced employer to fire plaintiff."
- 26    **Q.** In (Straus v. Prudential Emp. Sav. Plan, 253 F. Supp. 2d 438, 447-48 (E.D.N.Y.  
27    2003)); "Former employees and beneficiaries are entitled to bring claims under  
28    2003)); "Former employees and beneficiaries are entitled to bring claims under

1       § 510.”

2       R. In (Warner v. Buck Creek Nursery, Inc., 149 F. Supp. 2d 246, 257-58 (W.D.  
3       Va. 2001)); “Due to broad definitions for “person” and “discriminate,”  
4       corporate directors can be sued individually under § 510 even if they were  
5       acting in their corporate capacity.”

6       S. In (Choi v. Mass. Gen. Physicians Org., Inc., 66 F. Supp. 2d 251, 254 (D. Mass.  
7       1999)); “Accepting that § 510 prohibits actions beyond the employee-employer  
8       relationship, the court allowed suit against a defendant who was a former  
9       employer at the time of the alleged interference.”

10      T. In (Robinson v. Aetna Life Ins. Co., 443 F.3d 389, 397 (5th Cir. 2006));  
11      “Remand to the plan administrator was unnecessary when the administrator  
12      failed to substantially comply with procedural requirements, abused its  
13      discretion in terminating the claimant’s benefits, and failed to develop its  
14      factual record at the administrative level.”

15      U. In (Caldwell v. Life Ins. Co. of N. Am., 287 F.3d 1276, 1289 (10th Cir. 2002));  
16      “Remand for further action is unnecessary only if the evidence clearly shows  
17      that the administrator’s actions were arbitrary and capricious, or where the  
18      case is so clear cut that it would be unreasonable for the plan administrator to  
19      deny the application for benefits on any ground.”

20      V. In (Krohn v. Huron Mem’l Hosp., 173 F.3d 542 (6th Cir. 1999)); and (Unisys  
21      Corp. Ret. Med. Benefits ERISA Litig., 579 F.3d 220, 228–29 (3d Cir. 2009));  
22      “The failure to disclose will NOT be excused because the plan participant failed  
23      to ask precisely the right question.”

24      W. In (Rakoczy v. Travelers Ins. Co., 914 F. Supp. 166, 172 (E.D. Mich. 1996));  
25      “A merely conclusory statement that benefits should be denied does NOT  
26      constitute a “specific reason” for the denial.”

27      X. In (United States v. Thompson, No. CR 16-10014-PBS, 2016 WL 4771060 (D.  
28



1 Mass. Sept. 13, 2016)); “The district court held the indictment was sufficient  
 2 with respect to required elements of each offense, and the indictment  
 3 sufficiently alleged that Defendants, Spouses who jointly owned and operated  
 4 their own Company, were charged with eighteen counts of mail fraud under 18  
 5 U.S.C. § 1341, one count of theft or embezzlement from an employee benefit  
 6 plan under 18 U.S.C. § 664, and eighteen counts of making false ERISA  
 7 statements under 18 U.S.C. § 1027!”

8 Y. In (Schaub v. Consol. Freightways, Inc. Extended Sick Pay Plan, 895 F. Supp.  
 9 1136, 1143 (S.D. Ind. 1995)); “Notice denying disability benefits was  
 10 inadequate when plan had evidence in the file raising doubts as to its  
 11 conclusion and plan failed to address those doubts in its notice.”

12 Z. In (Olive v. Am. Express Long Term Disability Benefit Plan, 183 F. Supp. 2d  
 13 1191, 1197 (C.D. Cal. 2002)); “Plan administrator’s letter denying benefits did  
 14 NOT substantially comply with § 1133 because it failed to make clear whether  
 15 claim was being denied as procedurally deficient as a result of certain required  
 16 records being missing, or whether it was substantively deficient because  
 17 participant’s medical condition was NOT disabling, or both. The letter merely  
 18 presented four conclusory statements as to the reasons for denial, without  
 19 indicating sufficiency of any reason by itself.”

20 AA. In (Perry v. Simplicity Eng'g, 900 F.2d 963 (6th U.S. Circuit Court of  
 21 Appeals, 1990)); “The Courts found that while the scope of review in ERISA  
 22 cases is generally limited to the claim file, evidence outside the so-called  
 23 “administrative record” may be considered if that evidence “is offered in  
 24 support of a procedural challenge to the plan administrator’s decision, such as  
 25 an alleged lack of due process afforded by the administrator or alleged bias on  
 26 its part.”

27 BB. In (Kalish v. Liberty Mutual/Liberty Life Assur. Co., 419 F.3d 501 (6th Cir.  
 28

2005)); *"The 6th Circuit ruled for the plaintiff in a disability benefit dispute after finding "an administrator's decision based on the work of a doctor in its employ must be viewed with skepticism." The court remarked, though, that it had NOT been presented with more than a conclusory allegation of bias, and there was NO specific evidence the physician "had consistently rendered opinions favorable to the administrator," it was determined that there was a suspicion that this doctor regularly denied benefits for the plan administrator."*

CC. In (Conner v. Mid South Ins. Agency, Inc (W.D. La 1996), 943 F.Supp. 663); *"The court found a breach of fiduciary duty and awarded interest at the rate of 12.6% finding that it was the rate the plan assets should have earned but for the misconduct. The court also approved attorney's fees of \$124,336.23 and costs of \$27,494.37."*

DD. In (Todd Rochow et al. v. Life Ins. Co. of North America Cir. 2013); *"The Courts ruled that being awarded damages, injunctions and disgorgement under both §502 (a)(1)(B) and §502 (a)(3) is permissible. A plan beneficiary need NOT limit his/her damages as was the case, The Plaintiff, a plan beneficiary, was denied his disability benefits under his employer's insurance plan for five years. The District Court found that the insurance company wrongfully denied disability benefits and awarded the beneficiary around \$3.8 million dollars based upon remedies set forth in ERISA §502 (a)(1)(B) and §502 (a)(3)."*

EE. In (Schwartz v. Gregori, 45 F.3d 1017 (6th Cir. 1995)); *"Former employee brought action against employer and financial planning association alleging breach of fiduciary duty and retaliatory discharge under ERISA. The Sixth Circuit upheld the district court's ruling and held that back pay and front pay were both equitable remedies available under ERISA."*

FF. In (Schwartz v. Gregori, 45 F.3d 1017, 1021-22 (6th Cir. 1995)); *"Some defendants have argued that equitable relief does NOT include front or back*

1 *pay, courts however have provided those remedies finding that back pay was*  
 2 *appropriate equitable relief because it made plaintiff whole and front pay was*  
 3 *appropriate substitute for reinstatement which was NOT feasible.”*

4 **GG.** In (Kujanek v. Houston Poly Bag, Houston Poly Bag I, Ltd. (“Poly Bag”));  
 5 *“It was determined that the Plan Administrator failed to provide a participant*  
 6 *with a copy of the plan’s Summary Plan Description (“SPD”) and rollover*  
 7 *election form and therefore the Fifth Circuit upheld an award of damages and*  
 8 *fees of more than \$243,000 To The participant.”*

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### 11 **STATUTE(S):**

12 18 U.S. Code § 664..Theft Or Embezzlement From An Employee Benefit Plan!  
 13 18 U.S. Code § 1027.....False Statements and Concealment of Facts!  
 14 18 U.S. Code § 1341.....Elements Of Mail Fraud!  
 15 18 U.S. Code § 1343.....Elements Of Wire Fraud!  
 16 28 U.S. Code § 1961.....Interest and Penalties!  
 17 28 U.S. Code § 2202.....Further Relief!  
 18 29 U.S. Code § 1021(a).....Duty of Disclosure and Reporting!  
 19 29 U.S. Code § 1022.....Summary Plan Description!  
 20 29 U.S. Code § 1109.....Liability For Breach Of Fiduciary Duty!  
 21 29 U.S. Code § 1149.....Prohibition Of False Statements and Representations!  
 22 29 U.S. Code § 1163.....Qualifying Event!  
 23 29 U.S. Code § 1166.....Notice Requirements!  
 24 29 CFR § 2520.102-3.....Contents Of Summary Plan Description (SPD)!  
 25 29 CFR § 2560.503-1.....Claims Procedure!  
 26 45 CFR § 147.136.....Claims and/or Appeals With External Review Processes!  
 27 42 U.S. Code § 12112.....Discrimination (Americans With Disabilities)!  
 28 ERISA-104(b)(1) / 29 U.S. Code § 1024(b)(1).....Furnishing Information!

1	ERISA-404(a)(1) / 29 U.S. Code § 1104(a)(1).....Fiduciary Duties!
2	ERISA-406(b) / 29 U.S. Code § 1106(b).....Prohibited Transactions!
3	ERISA-413 / 29 U.S. Code § 1113.....Limitation Of Actions!
4	ERISA-501 / 29 U.S. Code § 1131.....Criminal Penalties!
5	ERISA-502(a)(3) / 29 U.S. Code § 1132(a)(3).....Civil Enforcement!
6	ERISA-502(c) / 29 U.S. Code § 1132(c).....Civil Enforcement!
7	ERISA-502(e) / 29 U.S. Code § 1132(e).....Civil Enforcement!
8	ERISA-502(f) / 29 U.S. Code § 1132(f).....Civil Enforcement!
9	ERISA-502(g) / 29 U.S. Code § 1132(g).....Civil Enforcement!
10	ERISA-502(l) / 29 U.S. Code § 1132(l).....Civil Enforcement!
11	ERISA-503 / 29 U.S. Code § 1133.....Claims Procedure!
12	ERISA-510 / 29 U.S. Code § 1140.....Interference With Protected Rights!
13	ERISA-511 / 29 U.S. Code § 1141.....Coercive Interference!
14	

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### STATEMENT OF PROVEN FACT(S):

The Plaintiff Was Employed By Raytheon Missile Systems In Tucson Arizona From **June of 2001** Through **November 2012**. At That Time He Was A Senior Systems Aerospace Engineer With An Exemplary Record and A Large Number Of Awards For Outstanding Performance In The Face Of Adverse Conditions.

1. In June 2<sup>nd</sup>, 2008 The Plaintiff Suffered a Ruptured Colon Which Led To Complications Requiring Him To Be Out Of Work For Almost The Entire Remainder Of That Year. This Surgery Was Performed By Dr. Stevenson In Which The Plaintiff Suffered Multiple NEAR-FATAL Infections From The Rupture and The Surgery!

- 1     **2. In December 22<sup>nd</sup>, 2008 The Plaintiff Returned To St. Joseph's Hospital In**  
2         **Tucson Arizona To have A Colon Resection Operation. This Surgery Was**  
3         **AGAIN Performed By Dr. Stevenson In Which The Plaintiff Suffered Another**  
4         **NEAR-FATAL Infection During The Surgery Along With Surgical Staples and**  
5         **Sutures That Began Breaking Loose On December 30<sup>th</sup>, 2008!**  
6  
7  
8     **3. In January 5<sup>th</sup>, 2009 The Plaintiff Returned To Work at Raytheon and Was**  
9         **Immediately Informed By The Human Resources Manager(s) Sean Kurysh and**  
10        **Veronica Thomas That He Should Resign From The Company Until He Could**  
11        **Get His Medical Issues Under Control. The Plaintiff-Refused!**  
12  
13    **4. In January 2009 Through February 2009 The Plaintiff Was Required To Make**  
14        **Regular Visits To The St. Joseph's Hospital Emergency Room In Tucson**  
15        **Arizona For Debridement Of The Abdominal Incision To Cut and Scrape**  
16        **Infected, Dead and Dying Tissue From The Wounds While Replacing The**  
17        **Sutures, Packing's and Drainage Tubes As Needed. This Was Due To The**  
18        **Recent Colon Resection Surgery and Done While Raytheon Required The**  
19        **Plaintiff To Put In Approximately 40-Hours Or More Of Work Per Week!**  
20  
21  
22    **5. In September 2<sup>nd</sup>, 2009 The Plaintiff Developed Severe Pain, Nausea, Sweats,**  
23        **Fatigue Etc., In Which Medical Imaging Discovered His Appendix Was About**  
24        **To Burst! The Plaintiff Was Rushed Into The Tucson Medical Center (TMC)**  
25        **Where He Underwent Emergency Surgery and Was Hospitalized For**  
26        **Approximately 3-Days.**  
27  
28

- 1     **6. In September 15<sup>th</sup>, 2009 The Plaintiff AGAIN Developed Severe Sweats,**  
2         **Shakes and Extreme Pain Where He Collapsed At Work! The Plaintiff Was**  
3         **Taken By Ambulance To The University Medical Center South Campus Where**  
4         **He Was Diagnosed With C-Diff Infection From The Appendix Surgery! The**  
5         **Plaintiff Was Hospitalized For Approximately 5-Days, Then Ordered Back To**  
6         **Work By MetLife and Raytheon Or Face TERMINATION From the Company!**
- 7     **7. In July 20<sup>th</sup>, 2010 Sean Kurysh From Raytheon Human Resources AGAIN**  
8         **Contacted The Plaintiff To Discuss His Ongoing Medical Problems and Its**  
9         **Impact On The Company. Sean Tells The Plaintiff He Is Doing This Because**  
10        **Veronica Thomas, Basil Johnson and Others Had Also Decided The Plaintiff**  
11        **Was NOT-FIT To Be Doing Engineering Work For A Government Contractor**  
12        **Due To His Medical Problems! Sean AGAIN Informed The Plaintiff That He**  
13        **Should Resign From The Company Until He Could Resolve His Health Issues!**  
14        **The Plaintiff-Refused-AGAIN!**
- 15     **8. In August 11<sup>th</sup>, 2010 The Plaintiff Underwent The FIRST Abdominal**  
16         **Reconstruction Surgery By A Dr. Aramando Alfaro To Attempt To Correct The**  
17         **Screwed Up Colon Resection Surgery By Dr. Stevenson! This Resulted In The**  
18         **Plaintiff Being Out Of Work For Approximately 1-Week!**
- 19     **9. In September 23<sup>rd</sup>, 2010 The Plaintiff's Chronic Cough With Sweats and A**  
20         **Heavy White Nodular Debris, That Has Been Occurring Since **January 2009,****  
21  
22  
23  
24  
25  
26  
27  
28

1 Is Diagnosed As A RARE Mycobacterium Avium Complex and A  
2 Coccidioidomycosis Fungal Infection (Valley-Fever).  
3

4 **10.**In November 10<sup>th</sup>, 2010 The Plaintiff Underwent The SECOND Abdominal  
5 Reconstruction Surgery By A Dr. Aramando Alfaro To attempt To Correct The  
6 Screwed Up Colon Resection Surgery By Dr. Stevenson! This Resulted In The  
7 Plaintiff AGAIN Being Out Of Work For Approximately 1-Week!  
8

9 **11.**In November 22<sup>nd</sup>, 2010 Veronica Thomas, Sean Kurysh, Basil Johnson, Brad  
10 Harris and Others Now-Ordered The Plaintiff To Immediately Resign From  
11 The Company Until He Could Resolve His Health Issues! The Plaintiff-  
12 Refused-AGAIN and These Managers With Others Then Attempted To Force  
13 Him To AGAIN Work In A Hazardous and Toxic Chemical Environment  
14 Against Previous Doctor's Orders To Force His Resignation!  
15

16 **12.**In November 26<sup>th</sup>, 2010 Raytheon Held The FIRST Meeting Against The  
17 Plaintiff, Which Was called By Veronica Thomas, Brad Harris and Guy  
18 Slominski To Attempt To force The Plaintiff To Resign! This Meeting Included  
19 Discussions Of Basil's, Clyde's, Doan's and Other's Activities Of Using  
20 Counterfeit CPU's On Government Hardware, Their Concealment Of 3-Lost  
21 Computer Hard Drives With Classified and/or Secret Information On Them and  
22 Other Activities! (The Plaintiff Has Supplied To The Court A Raytheon E-Mail  
23 To Be Entered Into The Record As Relevant Evidence!)  
24  
25  
26  
27  
28



1 13. In January 10<sup>th</sup>, 2011 Raytheon Held A FOURTH Meeting Against The  
2 Plaintiff Where Veronica Thomas, Sean Kurysh and One-Unidentified-  
3 Individual From Raytheon Was In Attendance. These People Asked Why The  
4 Plaintiff Thought He Had A Right To Complain To Upper Management About  
5 The Threatening Behavior Of A Manager Named Basil Johnson and To Discuss  
6 The Plaintiff's Continuing Health Issues. This Meeting Was Specifically Held  
7 To AGAIN Attempt To Force The Plaintiff's Resignation From The Company.  
8 The Plaintiff-Refused-AGAIN!

9  
10  
11  
12 14. In February 10<sup>th</sup>, 2011 The Plaintiff Received A Raytheon E-Mail Sent By The  
13 Management Of The AMRAM Project Praising The Plaintiff For His Ability To  
14 Take Over and Successfully Complete The Test-Station(s) and Other Hardware  
15 Under Adverse Conditions! This E-Mail Was Sent To The Plaintiff (Paul  
16 Jozwiak), Guy Slominski, Brad Harris, Clyde Sugimoto, Sean Kurysh and  
17 Others! (Enclosed Is A Copy Of This Raytheon E-Mail For The Court To Enter  
18 As Relevant Evidence Into The Record.)

19  
20  
21  
22 15. In February 10<sup>th</sup>, 2011 Raytheon Held A FIFTH Meeting Against The Plaintiff  
23 Where Veronica Thomas, Sean Kurysh, Guy Slominski and The Same-  
24 Unidentified-Individual From Raytheon Who Were At The January 10<sup>th</sup>, 2011  
25 Meeting Attended. The Meeting Was To Ask Questions About Why The  
26 Plaintiff Still Attempted To Complain To Upper Management About The  
27 Continual Threatening Behavior Of A Manager Named Basil Johnson Now  
28



1 With A Brad Harris and Others, The Plaintiff's Continuing Health Issues and If  
 2 The Plaintiff Was Going To File Any Charges Or Claims Against Raytheon!  
 3 The Meeting Was Also To AGAIN Attempt To Force The Plaintiff's Immediate  
 4 Resignation! The Plaintiff-Refused-AGAIN, However This Time The Plaintiff  
 5 Was Immediately Suspended From Work Pending TERMINATION Of His  
 6 Employment and Benefits! (Enclosed Is A Copy Of The Raytheon E-Mail From  
 7 Veronica Thomas Telling The Plaintiff Where To Report To This ILLEGAL-  
 8 MEETING In Which This Report Is For The Court To Enter As Relevant  
 9 Evidence Into The Record.)

10 16. In February 10<sup>th</sup>, 2011 Raytheon Human Resources Managers Along With  
 11 Others Immediately TERMINATED All The Plaintiff's Employee  
 12 Identification Numbers and Computer Access Accounts! This Cut-Off-Access  
 13 To The Raytheon Benefit Plan and Policy Information Along With All Other  
 14 Benefit Information For The Plaintiff! Raytheon Also At That Time  
 15 TERMINATED The Plaintiff's Pre-Paid-Legal-Benefits He Had Obtained  
 16 Under The Benefit Plan! "*Veronica Thomas*" In Human Resources Claimed  
 17 "*They Terminated The Legal Resources Because They Didn't Want You* (The  
 18 Plaintiff) *To Attempt To Retaliate Against Raytheon Because That Would Then*  
 19 *Force The Company To Take Other Action(s) Against You* (The Plaintiff) *To*  
 20 *Protect Their Own Interest(s)*"!

1 17. In February 11<sup>th</sup>, 2011 The Plaintiff's Primary Doctor, Named Dr. Bacon,  
2 Supplied To Raytheon The Medical Records and Test Results Proving The  
3 Plaintiff Had A Suppressed Immune System and Was Dealing With A Number  
4 Of Unresolved Infections! This Stopped The Immediate TERMINATION Of  
5 The Plaintiff's Employment and Benefits Since It Proved Beyond All Doubt  
6 The Plaintiff's Medical Problems Were Just As He and Other Doctors Had  
7 Claimed!

10 18. In February 11<sup>th</sup>, 2011 The Plaintiff Began To Collect His MetLife Short Term  
11 Disability (STD) Benefits, But It Was Immediately Discovered MetLife Was  
12 Paying Less Than 50% Of The Required Coverage (Dating Back To 2008)  
13 When The Plaintiff Was Bought Into The Policy At 60% Coverage!

16 19. In February 14<sup>th</sup>, 2011 The Plaintiff's Primary Care Doctor Named Dr. Bacon,  
17 States In The Plaintiff's Medical Reports, He Received A Letter That Sean  
18 Kurysh From Raytheon HR Had Sent To Him! This Letter From Sean Asked  
19 Dr. Bacon To Endorse and Send Back To Him A Pre-Filled-Out-Document Of  
20 Charges Against The Plaintiff So He Could TERMINATE The Plaintiff's  
21 Employment! The Letter and Medical Report States One Of The Reasons Is  
22 Because The Plaintiff Attempted To Complain About An Engineering  
23 Manager! Dr. Bacon Claims He Did NOT Endorse The Document Nor Send It  
24 Back Because He Personally Knew The Charges Were FALSE and The  
25 Plaintiff Just Wanted To Do His Job and Get Along With Everyone! (Enclosed

1 Is A Copy Of This Medical Report, Which Was Part Of The Records Received  
2 By MetLife, For The Court To Enter As Relevant Evidence Into The Record.)  
3

4 **20.**In February 14<sup>th</sup>, 2011 Raytheon's Human Resources Manager Veronica  
5 Thomas and Sean Kurysh Were Intentionally Assigned Control Of The  
6 Plaintiff's MetLife Disability Case, However It Is Well Documented That  
7 Veronica and Sean Had Intentionally Tried To Force The Plaintiff's  
8 Resignation From The Company A Multitude Of Times!  
9

10 **21.**In March 9<sup>th</sup>, 2011 A Beth Green From MetLife Called The Plaintiff To Tell  
11 Him She Spoke To Pat Brutscher At Raytheon About His Being Required To  
12 Immediately Apply For Social Security Benefits Or His Disability Benefits  
13 From MetLife Would Be Either Denied Or TERMINATED.  
14  
15

16 **22.**In March 2011 Through July 2013 The Plaintiff Made A Number Of Phone  
17 Calls To Beth Green At MetLife, Veronica Thomas In Raytheon Human  
18 Resources and A Dr. Karen Haas With A Pat Brutscher At Raytheon Medical  
19 Where He Continually Asked For The MetLife Or Raytheon Disability  
20 Plan/Policy! The Response Was Always; *"It is being sent out TODAY"*, Or;  
21 *"We already sent it so you should look around your place for a missing FEDEX*  
22 *Envelope that got misplaced."*  
23  
24  
25

26 **23.**In April 11<sup>th</sup>, 2011 Beth Green At MetLife Called The Plaintiff To Ask Him To  
27 Obtain All His Medical Records Pertaining To His Current Disability and  
28 Immediately Mail Them To Her At The Address She Provided To Him. The

1 Medical Documents Requested Were Those From Dr. Bacon and Dr. Stevenson  
 2 Regarding The Plaintiff's Care For The **January 2007 To March 2011** Time  
 3 Frame. **(NOTE: The RRS Evaluation For September 11<sup>th</sup>, 2012 Performed By**  
 4 **Alan R. Altman In Which He Lists Medical Records From The Plaintiff's**  
 5 **Doctors Dating Back To October 13<sup>th</sup>, 2009!)**  
 6

7  
 8 **24.**In April 14<sup>th</sup>, 2011 MetLife Discussed Their Notes With The Plaintiff  
 9 Regarding Their; *"DX; immune deficiency with slow healing skin lesions, mild*  
 10 *sweats and fatigue with a presence of an infection per an ER (Emergency*  
 11 *Room) statement on file!"* **(This Report Is On Page 314 Of The Administrative**  
 12 **Transaction Record!)**  
 13

14  
 15 **25.**In April 22<sup>nd</sup>, 2011 MetLife Transitioned The Plaintiff's Claim From Short  
 16 Term Disability (STD) To Long Term Disability (LTD). The LTD Continued  
 17 Until MetLife and Raytheon TERMINATED All Benefits and Employment On  
 18 **November 21<sup>st</sup>, 2012!** **(This Report Is On Page 310 Of The Administrative**  
 19 **Transaction Record!)**  
 20

21  
 22 **26.**In May 18<sup>th</sup>, 2011 There Is A Message In The MetLife Record That Reads;  
 23 *"Claim Was originally paying at 50% coverage. Per review of Peoplesoft/UIS*  
 24 *EE has 60% LTD Coverage."* Neither MetLife Nor Raytheon Ever Corrected  
 25 This Problem Even Though They Continued To Claim They Would Do So!  
 26 **(This Report Is On Page 295 Of The Administrative Transaction Record!)**  
 27  
 28

**27.**In May 24<sup>th</sup>, 2011 The Plaintiff Mailed Letters For The FIRST-TIME To Beth

1 Green At MetLife Along With A Dr. Karen Haas and Veronica Thomas At  
2 Raytheon Requesting The ENTIRE MetLife Or Raytheon Plan/Policy For His  
3 Disability Coverage!  
4

5 28. In May 27<sup>th</sup>, 2011 There Is A Message In The MetLife Record That Reads;

6 ***"There were pieces of what looked like large diameter sutures sticking out of***  
7 ***his skin being about an inch in length!"*** This Report Is Due To The Plaintiff  
8 Suffering From Broken Surgical Staples and Sutures Within The Body Cavity  
9 Causing Organ Distress and Infections Before One Occasionally Forced Its  
10 Way Out Through The Body. This Problem Was Also Seen By Dr. Bacon and  
11 Dr. Tsai In Their Offices On Two Other Occasions. (This Report Is On Page  
12 290 & 291 Of The Administrative Transaction Record!)  
13  
14  
15

16 29. In June 13<sup>th</sup>, 2011 Dr. Bacon Documents Within His Medical Records The  
17 Plaintiff Was Suffering From A Problem Where Surgical Staples and/or Sutures  
18 Were Breaking Up Within The Body Cavity Before Eventually Working Their  
19 Way Out Through The Plaintiff's Skin! (See The Supplied Copies Of Dr.  
20 Bacon's MISSING Medical Records Dated December 30<sup>th</sup>, 2008, Which First  
21 Identified This Problem, and The June 13<sup>th</sup>, 2011 Record In Which Both  
22 Records Were Actually Supplied To MetLife and Raytheon For Their Files!)  
23  
24  
25

26 30. In July 14<sup>th</sup>, 2011 There Is A Message In The MetLife Record That Reads;

27 ***"DX: Immune disorder which is affecting skin / increased fatigue & stamina.***  
28 ***EE continues to have condition addressed with HCPS resulting in various***

1 *courses of treatment. ER STATEMENT ON FILE.” (This Report Is On Page 263*  
2 *Of The Administrative Transaction Record!)*

3  
4 31. In August 9<sup>th</sup>, 2011 There Is A Medical Report By A MetLife Disability RN  
5 Named Debbie McAloon In The MetLife Administrative Record Where She  
6 States; *“The claimant has a health problem which is an Immune Deficiency!”*  
7

8 32. In December 5<sup>th</sup>, 2011 The Plaintiff Discovered His-Office-Had-Been-Cleaned-  
9 Out and All His Belongings Were Missing! The Plaintiff Immediately Sent An  
10 E-Mail To Veronica Thomas At Raytheon HR In Which Veronica Claims She  
11 Will Check On It and Then Refuses To Respond When Asked For An Update!  
12 (Enclosed Is A Copy Of This Raytheon E-Mail From The HR Manager  
13 Veronica Thomas For The Court To Enter As Relevant Evidence Into The  
14 Record.)  
15

16  
17 33. In December 20<sup>th</sup>, 2011 The Plaintiff Had His FIRST-APPOINTMENT With  
18 Dr. Gray In Benson Arizona!  
19

20 34. In January 4<sup>th</sup>, 2012 There Is A Message In The MetLife Record That Reads;  
21 *“Dr. Bacon comments EE may RTW on January 20, 2012 with the restrictions*  
22 *of NO exposure to toxins or chemicals.” (This Report Is On Page 201 Of The*  
23 *Administrative Transaction Record!)*  
24

25  
26 35. In January 20<sup>th</sup>, 2012 There Was A FIRST Fit-For-Duty-Review Performed On  
27 The Plaintiff At The Raytheon Medical Center. Dr. Bacon Authorized A  
28 Return-To-Work With Medical Restrictions Of A 40-Hour Work Week and

1 NO-MORE-EXPOSURE To Chemicals, Gasses and Toxins! Raytheon  
2 Rejected The Medical Restrictions and Refused To Allow The Plaintiff To  
3 Return-To-Work! (The Plaintiff Now Hand-Delivered-Letters To Dr. Karen  
4 Haas and Veronica Thomas At Raytheon Requesting The MetLife Or Raytheon  
5 Plan/Policy Since It Still Had NOT Arrived!)  
6  
7

8 36.In January 20<sup>th</sup>, 2012 There Is A Message In The MetLife Record That States  
9 Dr. Haas At Raytheon Medical Has Determined; *"Paul Is Still NOT-FIT To*  
10 *Return To Work Due To Skin Lesions, Body Odor and Fatigue"*! (This Report Is  
11 On Page 183 Of The Administrative Transaction Record!)  
12

13 37.In January 23<sup>rd</sup>, 2012 There Was A SECOND Fit-For-Duty-Review Performed  
14 On The Plaintiff At The Raytheon Medical Center. Dr. Bacon Authorized  
15 Another Return-To-Work With Medical Restrictions Of A 40-Hour Work Week  
16 and NO-MORE-EXPOSURE To Chemicals, Gasses and Toxins! Raytheon  
17 AGAIN Rejected The Medical Restrictions and Refused The Return-To-Work!  
18  
19

20 38.In January 24<sup>th</sup>, 2012 There Is A Message In The MetLife Record That States;  
21 *"Return To Work Potential; None until there is an effective treatment."* (This  
22 Report Is On Page 181 Of The Administrative Transaction Record!)  
23

24 39.In February 9<sup>th</sup>, 2012 There Is A Message In The MetLife Record That States;  
25 *"All information on file supports through our current pay through date of*  
26 *08/10/2012. It is unclear if EE will have RTW potential to any job when the*  
27 *definition of disability changes from own occ to any job on 08/11/2012."* (This  
28

Report Is On Page 173 Of The Administrative Transaction Record!)

40. In February 10<sup>th</sup>, 2012 The Plaintiff Obtained Copies Of Dr. Gray's Medical Reports and Immediately Mailed This First Set To Beth Green At The MetLife Address She Provided! The Plaintiff Also Made Multiple Copies So He Could Provide These Same Medical Records To Dr. Bacon, Raytheon Medical and Others During His Next Appointments. (Since Dr. Gray's Contact Information Was On These Medical Records, WHY Did MetLife Continually Enter FALSE Statements Into The Record Claiming They Were Always Asking For, Or Waiting For The Plaintiff To Provide Dr. Gray's Contact Information?)

41. In February 21<sup>st</sup>, 2012 There Is A Message In The MetLife Record That States; *"A blood test shows that Paul's immune system is fighting something with great intensity!"* This Blood Test Report Came From Dr. Gray's Medical Records Which Were Now In The Hands Of MetLife, Raytheon and Others. (This Report Is On Page 166 Of The Administrative Transaction Record!)

42. In February 21<sup>st</sup>, 2012 There Is A Message In The MetLife Record That States; *"Director. Dr. Bacon has NOT returned call requests for a Peer-To-Peer Dialogue!"* This Was Discovered To Be A FALSE Statement By Those At MetLife! (This Report Is On Page 166 Of The Administrative Transaction Record!)

43. In February 22<sup>nd</sup>, 2012 There Is A Message In The MetLife Record Stating The Plaintiff Discussed Dr. Gray's Lab Results With MetLife Disability Regarding



1 Immune Markers Being At 44,000 When It Should NOT Go Above 4,000.

2 (This Report Is On Page 163 Of The Administrative Transaction Record!)

3  
4 44. In February 24<sup>th</sup>, 2012 There Is A Message In The MetLife Record That NOW  
5 States They Are Still Waiting For The Plaintiff To Provide Dr. Gray's Contact  
6 Information To MetLife Disability! This Was Discovered To Be Another  
7 FALSE Statement As The Plaintiff Was NEVER Informed Of Such A Problem  
8 By MetLife Nor Raytheon! (This Report Is On Page 161 Of The Administrative  
9 Transaction Record!)  
10  
11

12 45. In February 28<sup>th</sup>, 2012 There Is A Message In The MetLife Record That .  
13 AGAIN States They Are Still Waiting For The Plaintiff To Provide Dr. Gray's  
14 Contact Information To MetLife Disability! This Was Discovered To Be  
15 Another FALSE Statement As The Plaintiff Was NEVER Informed Of Such A  
16 Problem By MetLife Nor Raytheon! (This Report Is On Page 158 Of The  
17 Administrative Transaction Record!)  
18  
19

20 46. In March 5<sup>th</sup>, 2012 There Is A FAX Document In The MetLife Administrative  
21 Record That States The Plaintiff Personally Delivered Dr. Gray's Medical  
22 Records To **Bobbie Brown** (Another Mis-Statement By MetLife as it is **Bobbie**  
23 **Shepard, NOT Bobbie Brown!**) and She Is Wondering What To Do About  
24 Them! This Statement AGAIN Contradicts The MetLife Claim They Had NOT  
25 Received Medical Records Or Contact Information From The Plaintiff and Dr.  
26 Gray Until **August 2<sup>nd</sup>, 2012!** (Where Are Bobbie Shepard's, Other Doctors  
27  
28

1 and Over 50% Of Dr. Bacon's Medical Records That Are Required To Be  
2 Within The COMPLETE Administrative Record The Plaintiff Requested?)

3  
4 47. In March 14<sup>th</sup>, 2012 There Is A Message In The MetLife Record That AGAIN  
5 States They Are Still Waiting For Paul To Provide Dr. Gray's Contact  
6 Information To MetLife Disability! This Was Discovered To Be Another  
7 FALSE Statement As The Plaintiff Was NEVER Informed Of Such A Problem  
8 By MetLife Nor Raytheon! (This Report Is On Page 157 Of The Administrative  
9 Transaction Record!)  
10  
11

12 48. In March 22<sup>nd</sup>, 2012 There Is A Message In The MetLife Record Regarding Dr.  
13 Gray Telling Paul To NOT Let Dr. Bacon and Dr. Tsai To Have Ablation Of  
14 The Nerves Of The Stomach Performed Because It Is A Mistake! This  
15 Procedure Was Ordered By Dr. Bacon and Dr. Tsai In Order To Eliminate The  
16 Severe Pain Radiating From The Left Side Colostomy Site Which Was Already  
17 Diagnosed As Being From Broken Surgical Staples and/or Sutures! (This  
18 Report Is On Page 153 Of The Administrative Transaction Record!)  
19  
20  
21

22 49. In April 10<sup>th</sup>, 2012 SSI Sent The Plaintiff Their FIRST Records Request and  
23 First Disability Evaluation Request To Be Performed By Dr. Gray Which Was  
24 Made Available To The AZ Department Of Economic Security and Others Who  
25 Would Request It! MetLife NEVER Obtained This Evaluation From Dr. Gray,  
26 However The Plaintiff Furnished It To MetLife and Raytheon Only To  
27  
28

1 Discover That It Was Also MISSING From The Administrative Record Along  
 2 With Most Of The Plaintiff's Medical Records!

3  
 4 50. In April 24<sup>th</sup>, 2012 There Is A Message In The MetLife Record That States The  
 5 Plaintiff Provided His Medical Records From Dr. Gray To **Bobbie Brown** (It Is  
 6 Supposed To Be **Bobbie Shepard** NOT **Bobbie Brown**!) In Which She Claims  
 7 She Did NOT Perform Any Exam On The Plaintiff While He Was There. See  
 8 The FAX Document Dated 10-20-2011 In Which MetLife's Own Mark  
 9 Herrington Actually Calls This Practitioner; "**Bobbie Shepard**" and Refers To  
 10 Her Place Of Work As; "**Immune Recovery**"! Why Did MetLife Suddenly  
 11 Change Her Name To; "**Bobbie Brown**"? (This Report Is On Page 149 Of The  
 12 Administrative Transaction Record!)

13  
 14 51. In May 7<sup>th</sup>, 2012 There Is A Message In The MetLife Record That States; "*The*  
 15 *info from Dr. Gray that Paul provided!*" This Is For Another Updated Set Of  
 16 Dr. Gray's Records Being Provided To Dr. Bacon and Others. (This Report Is  
 17 On Page 147 Of The Administrative Transaction Record!)

18  
 19 52. In May 8<sup>th</sup>, 2012 There Is A Message In The MetLife Record That States;  
 20 "*Please disregard entry 5/7/12 1:02 pm RRN POA.*" and Also; "Does NOT  
 21 belong on this claim (regarding calling and f/u with Dr giles, Dr Glynn and  
 22 *Dr Whittman.*) *Beth Green RRN.*" This Problem Is Due To An INCORRECT-  
 23 ENTRY Where MetLife Occasionally Entered Information From A Different  
 24 Claimant's Administrative Record Into This Plaintiff's Administrative Record!  
 25  
 26  
 27  
 28

1 (This Report Is On Page 146 Of The Administrative Transaction Record!)

2 **53.**In May 9<sup>th</sup>, 2012 There Is A Message In The MetLife Record That States; “ov  
3  
4 *note. He hand wrote that EE did NOT provide medical and that EE may RTW*  
5 *now 40 hours/week as long as he is NOT exposed To noxious chemicals or*  
6 *Toxins.” See The Reports Dated February 21<sup>st</sup>, 2012 and June 21<sup>st</sup>, 2012*  
7  
8 Showing This To Be Another FALSE Statement As MetLife Was At That Time  
9 Claiming In Their Record They Could NOT Get Dr. Bacon To Respond To  
10 Their Inquiries! (This Report Is On Page 144 Of The Administrative  
11 Transaction Record!)

12  
13 **54.**In May 9<sup>th</sup>, 2012 There Is A FAX Document Within The MetLife  
14  
15 Administrative Record Showing MetLife FAXED A Medical Record Request  
16 To Dr. Gray Showing The Correct Address As Being; “*The Progressive Health*  
17 *Care Group*” and Correct Phone Number Being; “(520)-586-9111.” The  
18  
19 Problem Is This FAX Appears To have NEVER-BEEN-SENT and/or  
20 RECEIVED Since A Full Search By Dr. Gray and His Personnel Discovered  
21 The ONLY Request For Records By MetLife Was On June 13<sup>th</sup>, 2013!  
22 (Enclosed Is A Copy Of Dr. Gray’s Letter Verifying These Claims For The  
23 Court To Enter As Relevant Evidence Into The Record.)

24  
25  
26 **55.**In May 9<sup>th</sup>, 2012 There Is A Message In The MetLife Administrative Record  
27 That States They Are Waiting For A Response From Dr. Gray, But They Have  
28 Current Medical From Dr. Bacon. This Is A FALSE Statement Since The

1 Claims Record Actually Shows Dr. Gray's Reports Provided By The Plaintiff  
2 On February 21<sup>st</sup>, March 5<sup>th</sup>, March 22<sup>nd</sup>, April 24<sup>th</sup> and May 7<sup>th</sup> Of 2012  
3 Which Were SCANNED-IN To Administrative Record By MetLife On May  
4 29<sup>th</sup>, 2012! (This Report Is On Page 141 Of The Administrative Transaction  
5 Record!)  
6

7  
8 **56.**In May 11<sup>th</sup>, 2012 There Was A THIRD Fit-For-Duty-Review Performed On  
9 The Plaintiff At The Raytheon Medical Center. Dr. Bacon Authorized Another  
10 Return-To-Work With Medical Restrictions Of A 40-Hour Work Week and  
11 NO-MORE-EXPOSURE To Chemicals, Gasses and Toxins! Raytheon AGAIN  
12 Rejected The Medical Restrictions and Refused The Return-To-Work! The  
13 Plaintiff AGAIN Hand-Delivered-Letters Requesting The MetLife Or Raytheon  
14 Plan/Policy To Dr. Karen Haas, But Veronica Thomas Refused To See The  
15 Plaintiff Or Accept The Letter Left For Her With Dr. Haas! Dr. Haas Stated At  
16 This Review, The Plaintiff Should Find A Different Company To Work For  
17 That Would Appreciate His Abilities More Than Raytheon! She Also Stated It  
18 Was Proven The Managers With Others At Raytheon Were Those Found To Be  
19 Threatening and Violent Towards The Plaintiff! (The Plaintiff CAN-PROVE  
20 To The Court That Dr. Haas, Pat Brucher and Others Made These Statements!)  
21  
22  
23  
24  
25  
26 **57.**In May 14<sup>th</sup>, 2012 There Is A Message In The MetLife Record That States; "*Dr.*  
27 *Haas Says Paul Is Still NOT Stable For A Return-To-Work Yet!*" (This Report  
28 Is On Page 139 Of The Administrative Transaction Record!)

1 **58.**In May 14<sup>th</sup>, 2012 There Is A Message In The MetLife Record That States:

2 ***“Will request the notes in early June From Dr. Goldberg (It’s Supposed To Be***  
 3 ***Dr. Goldfinger) and Dr. Grey (It’s Supposed To Be Dr. Gray) and ask about***  
 4 ***the nonspecific inflammatory markers.” (This Report Is On Page 136 Of The***  
 5 ***Administrative Transaction Record!)***

6  
 7  
 8 **59.**In May 25<sup>th</sup>, 2012 There Is A Message In The MetLife Record That States;

9 ***“Request the notes in early June from Dr. Goldberg (It’s Supposed To Be Dr.***  
 10 ***Goldfinger) and Dr. Grey (It’s Supposed To Be Dr. Gray). Ask for updates on***  
 11 ***inflammatory markers.” (This Report Is On Page 124 Of The Administrative***  
 12 ***Transaction Record!)***

13  
 14  
 15 **60.**In May 29<sup>th</sup>, 2012 MetLife Now Scanned A FIRST-Partial-Set Of Medical

16 Records and Lab Reports From Dr. Gray Into The MetLife Administrative

17 Record Which Only Totaled 16-Pages! The Page Numbers On Dr. Gray’s

18 Records Show There Should Be A Minimum Of 26-Pages, NOT Counting

19 Various Emergency Room Reports From 4 Different Visits Consisting Of

20 Another 40-Pages That Were Also Part Of Dr. Gray’s Medical Report! This

21 Criminal Act Of Scanning In A Partial Set Of The Plaintiff’s Medical Records,

22 Then Withholding Them From The Various Evaluations Until **August 2012**

23 Was First Discovered By The Plaintiff After **September 9<sup>th</sup>, 2014.**

24  
 25  
 26  
 27 **61.**In May 29<sup>th</sup>, 2012 There Is A Message In The MetLife Record That States;

28 ***“Request the notes in early June from Dr. Goldberg (It’s Supposed To Be Dr.***

1 **Goldfinger**) and **Dr. Grey** (It's Supposed To Be **Dr. Gray**). Ask for updates on  
2 *inflammatory markers.* " (**This Report Is On Page 126 Of The Administrative**  
3 **Transaction Record!**)  
4

5 **62.**In June 4<sup>th</sup>, 2012 The Plaintiff Had His FIRST Appointment With Dr.

6 Goldfinger In Tucson Arizona At The Referral Of Dr. Gray! This Is To Attempt  
7 To Determine Why The Plaintiff Had Been Having Occasional **Heart-Attack-**  
8 **Like-Conditions** A Multitude Of Times Requiring Him To Be Hospitalized.  
9

10 **63.**In June 12<sup>th</sup>, 2012 There Was A Cardiology Test Performed On The Plaintiff  
11

12 By Dr. Goldfinger At The Request Of Dr. Gray. This Was To Determine What  
13 Was Causing The Occasional **Heart-Attack-Like-Conditions.**  
14

15 **64.**In June 14<sup>th</sup>, 2012 Cardiology Medical Report(s) For The Plaintiff Are Sent

16 From Dr. Goldfinger and Received By Dr. Gray For His Medical File(s). Dr.  
17 Goldfinger Discovered The Plaintiff Had An Enlarged Heart With An Aortic  
18 Aneurism At The Aortic Branch! (**This Diagnosis Was Confirmed In 2012**  
19 **Through 2017 By Other Medical Centers Including Those In Wisconsin and**  
20 **Can Be Provided As Relevant Evidence To The Court Upon Request!**)  
21  
22

23 **65.**In June 18<sup>th</sup>, 2012 There Is Another FALSE Statement In The MetLife Record  
24

25 That States They Are Waiting For The Plaintiff To Provide Notes From Dr.

26 **Goldberg** (It's Supposed To Be **Dr. Goldfinger**) and **Dr. Grey** (It's Supposed  
27 **To Be Dr. Gray.**) (**This Report Is On Page 123 Of The Administrative**  
28 **Transaction Record!**)

66. In June 18<sup>th</sup>, 2012 There Is A FAXED Medical Record Request In The MetLife Record To Dr. Gray For A Full Set Of The Plaintiff's Medical Records Which Claims Dr. Gray Mailed A CD To Them On July 27<sup>th</sup>, 2012! This Was Discovered To Be Another FALSE Statement As Dr. Gray and His Medical Staff Did A Full and Thorough Search Where They Found The Only-Request For Medical Records By MetLife Was On June 13<sup>th</sup>, 2013 Per His Supplied Official Letter! (This Statement By MetLife Is Due To The Typed-Date On Their FAX Claiming The Request Was Sent On June 18<sup>th</sup>, 2012 While A Stamped-Date On The FAX Document Claims It To Be Sent On June 19<sup>th</sup>, 2012 But A Hand-Written-Date Shows The FAX Was Intended To FIRST-BE-SENT On July 22<sup>nd</sup>, 2012! --- NOTE The June 18<sup>th</sup>, 2012 Document's Scan-In-Date To The Administrative Record With A Hand-Written-Date Of July 22<sup>nd</sup>, 2012 On It!)

67. In June 21<sup>st</sup>, 2012 There Is A Message In The MetLife Record That States; *"It is difficult to get medical from providers! You made attempts to speak with PCP, Dr. Bacon, in the past, however he did NOT return your calls!"* This FALSE Statement By MetLife's Own Beth Green and A Dr. Monkofsky Contradicts This Administrative Record and Dr. Bacon's Own Medical Records For The Plaintiff As It Is Well Documented That Dr. Bacon Was Always Doing The Pre-Physicals For The Fit-For-Duty Reviews. (This Report Is On Page 120 Of The Administrative Transaction Record!)



1 **68.**In June 21<sup>st</sup>, 2012 There Is A Medical Report By Dr. Bacon In The MetLife  
 2 Record Where It States Raytheon Is AGAIN Refusing-To-Accommodate The  
 3 Necessary Medical Restrictions For The Plaintiff To Return-To-Work In Which  
 4 Raytheon Is Claiming; **“Restrictions for a 40 hour week, and NO exposures to**  
 5 **noxious substances could be met.”** This FALSE Statement By MetLife and  
 6 Raytheon Shows Their Pre-Determined Intent To TERMINATE The Plaintiff’s  
 7 Benefits and Employment! (This Report By Dr. Bacon Also Shows The  
 8 MetLife Reports For February 21<sup>st</sup>, 2012 and May 9<sup>th</sup>, 2012 Are FALSE Due  
 9 To His Being In Constant Contact With MetLife and Raytheon Since He Was  
 10 Doing The Medical-Restrictions and Pre-Physicals For Their Fit-For-Duty-  
 11 Reviews!)

12 **69.**In June 25<sup>th</sup>, 2012 There Is A Message In The MetLife Record That States;  
 13 **“Did NOT download Summary Medical Director’s response.”** This Report  
 14 Raises The Key Question As To WHY Did MetLife Intentionally Block This  
 15 Medical Director’s Response From The Administrative Record! (This Report Is  
 16 On Page 115 Of The Administrative Transaction Record!)

17 **70.**In June 25<sup>th</sup>, 2012 There Is A Report In The MetLife Record Where Beth Green  
 18 For MetLife States; **“She Has In Her Possession Lab-Work From Dr. Gray**  
 19 **Provided By The Claimant Since January 2012!”** (The Key Questions To Ask  
 20 Is WHY Did Beth Green With Others Tell Dr. Schumacher and Other(s), There  
 21 Were NO-MEDICAL-RECORDS From The Plaintiff’s Dr. Gray While  
 22

1 Intentionally Withholding These Records From The July 2012 and Other IME  
 2 Evaluations?)

3  
 4 71. In June 27<sup>th</sup>, 2012 There Is A Message In The MetLife Record That States They  
 5 Are Requesting That Paul Help Them Obtain Dr. Gray's and Dr. Goldfinger's  
 6 Medical Records Since They Still Have NOT Responded! This Was Discovered  
 7 To Be Another FALSE Statement In The Administrative Record As Neither  
 8 MetLife Nor Raytheon Ever Claimed They Were NOT Getting Any Response  
 9 From A Doctor As The Plaintiff Was Also Continually Supplying The Medical  
 10 Records and Contact Information To Everyone As Fast As It Became  
 11 Available. Where Are The E-Mails and/or Letters To The Plaintiff In-The-  
 12 Administrative-Record Proving These Claims and Why Do Previous Record  
 13 Entries Show They Received These Medical Records For These Very Same  
 14 Doctors? (This Report Is On Page 114 Of The Administrative Transaction  
 15 Record!)

16  
 17 72. In June 27<sup>th</sup>, 2012 There Is A Message In The MetLife Record That States Beth  
 18 Green At MetLife Called The Plaintiff and Asked Him To Obtain A Complete  
 19 Set Of Medical Records From The Cardiologist Named Dr. Goldfinger and To  
 20 Send Them To MetLife For His Disability File While Providing His E-Mail  
 21 Address (Which They Always Had From The Start). The Plaintiff Obtained  
 22 These Medical Records and Mailed Them A Copy On June 27<sup>th</sup>, 2012. The  
 23 MetLife Record Then Further States; *"EE has NOT sent actual office notes*

1 ***From Dr. Michael Gray in Benson 866-586-9111***, However This FALSE  
 2 Statement In The MetLife Record Actually Lists Dr. Gray's Correct Contact  
 3 Information With Various Medical Records Already Entered Into The Record!  
 4 This Disproves The Statements Where MetLife Claimed They Had NOT  
 5 Received Contact Information Or Medical Records From Dr. Gray For The  
 6 Plaintiff! (**This Report Is On Page 113 Of The Administrative Transaction**  
 7 **Record!**)

10  
 11 **73.**In June 29<sup>th</sup>, 2012 MetLife Schedules A Disability Review With Their Own  
 12 Independent Medical Examiner (**IME**) Named Dr. Schumacher Which Was  
 13 Scheduled For The Plaintiff On **July 10<sup>th</sup>, 2012**. (**This Report Is On Page 112**  
 14 **Of The Administrative Transaction Record!**)

16 **74.**In July 1<sup>st</sup>, 2012 MetLife Now Enters Another **Blank-Health-Disclosure-**  
 17 **Statement** Into The Administrative Record. There Are **Many-Other-Blank-**  
 18 **Documents** That MetLife Entered Into The Administrative Record Without The  
 19 knowledge Of The Plaintiff.

21  
 22 **75.**In July 2<sup>nd</sup>, 2012 There Is A Message In The MetLife Record That AGAIN  
 23 States They Are Requesting The Plaintiff Provide Dr. Gray's and Dr.  
 24 Goldfinger's Medical Notes To MetLife Disability and **The Contact**  
 25 **Information For Both Doctors!** This Was Discovered To Be Another FALSE  
 26 Statement As The MetLife Record Actually Shows Dr. Gray's Reports Were  
 27 SCANNED-IN To Administrative Record By MetLife On **May 29<sup>th</sup>, 2012!**  
 28

1 (This Report Is On Page 111 Of The Administrative Transaction Record!)

2 76.In July 3<sup>rd</sup>, 2012 There Is A Message In The MetLife Record That States They  
3 Now Received Dr. Goldfinger's Medical Reports From The Plaintiff! (This  
4 Report Is On Page 110 Of The Administrative Transaction Record!)

5  
6 77.In July 6<sup>th</sup>, 2012 There Is A FALSE Statement In The MetLife Record That  
7 AGAIN States They Are Still Waiting For Medical Information From Gray and  
8 Now New Contact Information For A Toxicologist/ Immunologist In Phoenix.  
9 The New Doctor's Contact Information Was Provided To MetLife In Early  
10 **June 2012!** (This Report Is On Page 103 Of The Administrative Transaction  
11 Record!)

12  
13  
14 78.In July 9<sup>th</sup>, 2012 There Is A FALSE Statement In The MetLife Record That  
15 AGAIN States They Are Still Waiting For Medical Information From Dr. Gray  
16 and New Contact Information For A Toxicologist/Immunologist In Phoenix  
17 Who Was Now Refusing To See Or Treat The Plaintiff Due To Phone Calls By  
18 Dr. Bacon, Dr. Haas and MetLife! This Doctor Claimed They Refused Medical  
19 Care Due To It NOT Being Authorized Under The Insurance Plan Where  
20 MetLife and Raytheon Specifically Told The Plaintiff It Was! (This Report Is  
21 On Page 103 Of The Administrative Transaction Record!)

22  
23  
24 79.In July 10<sup>th</sup>, 2012 The Disability Evaluation and Report Is Done On The  
25 Plaintiff By MetLife's Own IME Dr. Schumacher. This Doctor Claimed  
26 MetLife Provided Him All The Plaintiff's Medical Records From All The  
27  
28

1 Attending Physicians To Conduct This Evaluation. It Was However Discovered  
 2 That MetLife Had Intentionally WITHELD-ALL-MEDICAL-RECORDS From  
 3 Bobbie Shepard, Dr. Gray, Dr. Goldfinger and Various Others From The  
 4 Plaintiff's Evaluation As Shown By The Actual Evaluation Report! These  
 5 Missing Medical Records From Dr. Gray For The Plaintiff Were First  
 6  
 7  
 8  
 9  
 10  
 11  
 12  
 13  
 14  
 15  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25  
 26  
 27  
 28

Furnished To Dr. Schumacher On **August 20<sup>th</sup>, 2012, (Well After The Final Evaluation Report Had Been Filed.)**, In Which A Message In The MetLife Record States That **Dr. Schumacher FIRST-THEN Received By FAX** From MetLife **58-Pages** Of The Plaintiff's Medical Records From A Dr. Gray (**Which MetLife Had In Their Possession Since January 2012 Per Beth Green's Own Statement Dated June 25<sup>th</sup>, 2012**)!

80. In July 10<sup>th</sup>, 2012, On Dr. Schumacher's IME Disability Evaluation Of The Plaintiff, On **Page-3, The Second Last Paragraph**, Dr. Schumacher States He Understands The Plaintiff Had Been **TERMINATED** From Work At Raytheon Where The Plaintiff States He Was **Actually Placed On Medical Leave** and **NOT-TERMINATED** From Work! This Lead To Some Confusion For Dr. Schumacher As He Insisted That Raytheon and MetLife Informed Him The Plaintiff Was Already **TERMINATED-From-Employment** and He Wondered Why He Was Being Asked To Evaluate A **TERMINATED-EMPLOYEE!**

81. In July 26<sup>th</sup>, 2012 There Is A Message In The MetLife Record That States; *"EE was referred to cardiology by immunologist Dr. Gray from whom we have NOT*

1 *received ov notes!”* The MetLife Record Shows This To Be Another FALSE  
 2 Statement As It Shows Dr. Gray’s Reports Were SCANNED-IN To The  
 3 Administrative Record By MetLife On **May 29<sup>th</sup>, 2012** and Dr. Goldfinger’s  
 4 Medical Records Were Received On **July 3<sup>rd</sup>, 2012** As Stated In The MetLife  
 5 Administrative Transaction Report On Page 110! (This Report Is On Page 96  
 6 Of The Administrative Transaction Record!)  
 7  
 8

9 **82.**In August 2<sup>nd</sup>, 2012 The MetLife Record Shows They Took A Copy Of Dr.  
 10 Gray’s Partial FIRST-SET Of Medical Records, (That Were Initially-Scanned  
 11 Into The Record On May 29<sup>th</sup>, 2012), Then RE-SCANNED Them With The  
 12 Other Missing Records From Dr. Gray Into The Plaintiff’s MetLife Record!  
 13 This Second Set Of Dr. Gray’s Medical Records Were Then First Provided To  
 14 MetLife’s Own IME Dr. Schumacher On **August 20<sup>th</sup>, 2012**, Well After The  
 15 Disability Evaluation Had Already Been Filed!  
 16  
 17  
 18

19 **83.**In August 6<sup>th</sup>, 2012 There Is A Message In The MetLife Record That States  
 20 MetLife’s Own Walter Tomasik Read and Discussed The Plaintiff’s Medical  
 21 Records From Dr. Gray Regarding The Still Elevated Antibodies Indicating  
 22 Systemic Inflammatory Response Syndrome! (This Report Is On Page 85 Of  
 23 The Administrative Transaction Record!)  
 24  
 25

26 **84.**In August 16<sup>th</sup>, 2012 There Is A Message In The MetLife Record That States  
 27 The Plaintiff Sent An E-Mail To Their RRN On 8-7-2012 Where He Is  
 28 Requesting Various Medical Documentation Including Medical Records From

1 Raytheon Medical and Records From Raytheon Human Resources! MetLife  
 2 States They Are REJECTING The Request Due To The Claim-Being-Active  
 3 and "**NO-REQUIREMENT Under ERISA To Do So**"! It Is Notarized By One  
 4 Called "**F. Anderson**"! These Records and Evaluations That Were Performed,  
 5 (Which Were Concealed From The Plaintiff), Were Found To Be Missing From  
 6 The Administrative Record Where MetLife and Raytheon Claimed They Would  
 7 NEVER Allow Access To These Documents! (This Report Is On Page 78 Of  
 8 The Administrative Transaction Record!)

12 **85.**In August 17<sup>th</sup>, 2012 The Plaintiff Had His First Doctor's Appointment With  
 13 Dr. Atul P. Lilani In Endocrinology Which Was Located In Scottsdale Arizona.

15 **86.**In August 18<sup>th</sup>, 2012 The Plaintiff Mailed Out Letters For The SECOND-TIME  
 16 To Beth Green At MetLife Along With A Dr. Karen Haas and Veronica  
 17 Thomas At Raytheon REQUESTING-THE-ENTIRE MetLife Or Raytheon  
 18 Insurance Plan/Policy For His Disability Coverage!

21 **87.**In August 20<sup>th</sup>, 2012 There Is A Message Where The MetLife Record States  
 22 That Dr. Schumacher FIRST-NOW Received By FAX From MetLife 58-Pages  
 23 Of The Plaintiff's Medical Records From A Dr. Gray (Which MetLife Had In  
 24 Their Possession Since January 2012, Per Beth Green's Own June 25<sup>th</sup>, 2012  
 25 Statement, and Was Scanned Into The Record On May 29<sup>th</sup>, 2012)! Dr.  
 26 Schumacher Then States In His Report; "*The Records Failed To Add Anything*  
 27 *To His Understanding Of The Pathological Process In Mr. Jozwiak's Case*"!  
 28

1 (What Should Also Be Noted Is That NOWHERE Is It Documented By Dr.  
 2 Schumacher, MetLife, Raytheon Or Any Other, That They Contacted Dr. Gray  
 3 Or Any Of The Plaintiff's Attending Physicians To DISCUSS The Medical  
 4 Reports Or Attempt To UNDERSTAND These Results!)

6 88. In September 25<sup>th</sup>, 2012 There Is A Message In The MetLife Record That  
 7  
 8 States; *"I also faxed separately a letter to Dr Bacon asking him to review*  
 9 *reports. I asked if he was aware of the amount of narcotic meds used and if he*  
 10 *ever noted any impairment related to the use of the narcotic meds. I asked him*  
 11 *for any comments. Debbie McAloon, RRN."* This Report Is Due To The  
 12 Discovery By Other Doctors and Evaluators That Dr. Bacon and Dr. Haas Were  
 13 Intentionally, Illegally-And-Steadily-Increasing The Level Of Opioid Pain  
 14 Medication That Dr. Bacon Was Handing Out To The Plaintiff From His-  
 15 Office-Samples! This Was Due To The Plaintiff's Increasing Level Of Pain  
 16 From Broken Surgical Staples and/or Sutures Migrating Around Within The  
 17 Body Cavity Causing Organ Distress and Infections Before One Occasionally  
 18 Forced Its Way Out Of The Body As Noted By Dr. Bacon and Dr. Tsai On  
 19 May 27<sup>th</sup>, 2011, June 13<sup>th</sup>, 2011 and October 19<sup>th</sup>, 2012. (This Report Is On  
 20 Page 61 Of The Administrative Transaction Record!)

22 89. In October 1<sup>st</sup>, 2012 There Is A Message In The MetLife Record That States;  
 23  
 24 *"Voicemail received. I said that I was returning his call and that per policy,*  
 25 *we are NOT allowed to complete his request. He will have to ask his doctors.*



1 ***Debbie McAloon, RRN.***” This Is Another REJECTION To The Plaintiff’s  
 2 Request For The Medical Evaluations and The Plan/Policy That Was Required  
 3 To Be Supplied Within 90-Days Of Going On Disability Per ERISA Law! (This  
 4 Report Is On Page 58 Of The Administrative Transaction Record!)

6 **90.**In October 1<sup>st</sup>, 2012 There Is A Message In The MetLife Record That States  
 7  
 8 There Was A Phone Call From A Debbie At MetLife (PH: 888-482-5246, Ext:  
 9 2391) To Carrie Braschler At Dr. Bacon’s Office Where MetLife Claims The  
 10 Plaintiff Had Called Them and Informed Them Dr. Bacon Was NO-Longer His  
 11 Physician! An Amanda Bowman-Wann At Dr. Bacon’s Office Immediately  
 12 Called The Plaintiff To Ask If This Statement From MetLife Was True In  
 13 Which The Plaintiff Informed Them It Was NOT! This Is Actually The FIRST-  
 14 OF-THREE Such Calls By MetLife To Dr. Bacon Claiming The Very Same  
 15 Thing In Which All Were Discovered To Be FALSE Statements By MetLife.  
 16 (The Plaintiff Has Supplied A Copy Of This Phone Record From Dr. Bacon’s  
 17 Office For The Court To Enter As Relevant Evidence Into The Record.)

21 **91.**In October 12<sup>th</sup>, 2012 The Plaintiff Obtains An X-Ray Diagnostic Report Done  
 22  
 23 On October 11<sup>th</sup>, 2012 Where A Dr. Richard R. Boyle Jr. Diagnosed; “*Mild*  
 24 *elevation of the left hemi diaphragm and linear atelectatic changes at the left*  
 25 *base.*” Also; “*Heart size is at upper limits of normal!*” Beth Green At MetLife  
 26 Orders The Plaintiff To Immediately FAX This Report To Her In Which The  
 27 Plaintiff Complied!  
 28

1 92. In October 19<sup>th</sup>, 2012 There Is A Message In The MetLife Record That States;  
 2 ***“Suture coming out of left side!”*** This Would Be From Dr. Bacon’s, Dr. Tsai’s  
 3 and Now A Dr. Margaret Kessler’s Medical Report On The Plaintiff! There Is  
 4 Also A Notice In The Record That; ***“Dr. states they cannot determine***  
 5 ***contagious unkn as to slow healing and extended time for healing.”*** This Is  
 6 Due To The Plaintiff Suffering From Broken Surgical Staples and/or Sutures  
 7 Migrating Around Within The Body Cavity Causing Organ Distress and  
 8 Infections Before One Occasionally Forced Its Way Out Through The Body!  
 9 (This Report Is On Page 48 and 49 Of The Administrative Transaction Record!)

10 93. In November 26<sup>th</sup>, 2012 MetLife Sent The Plaintiff A Letter Claiming They  
 11 Were Immediately TERMINATING All Benefits Due To Their Medical  
 12 Evaluations Now Claiming The Medical Diagnosis Done By Their Medical  
 13 Professionals NO-Longer-Supported ANY-FORM Of Disability! The Plaintiff  
 14 Called Dr. Karen Haas At Raytheon Medical To Discuss This Letter and Was  
 15 Immediately Informed That MetLife and Raytheon Were Immediately  
 16 TERMINATING His Benefits and Employment As They Were Entitled To Do  
 17 This Under The Claim Of An ***“ADMINISTRATIVE-TERMINATION”*** and  
 18 Due To Arizona Being An ***“AT-WILL-WORK-STATE”***! When The Plaintiff  
 19 Asked Who He Should Speak To About Appealing This Adverse Decision,  
 20 **She-Became-Threatening** and Her Response Was; ***“You Are NOT Allowed To***  
 21 ***Appeal This Decision, Or Have A Review Since As Of Now, You Are NO-***

***Longer-An-Employee Of Raytheon.”!***

94. In November 29<sup>th</sup>, 2012 MetLife Sent The Plaintiff A Letter Informing Him They Just Received A Group-Life-Insurance-Claim On His Behalf Due To His Reported Absence From Work! The Question To Ask Is HOW Can One Be ABSENT From Work When The Employer Had ILLEGALLY-TERMINATED One’s Employment and Intentionally-Blocked All Access To The Employer’s Site?? (See The Copy Of The Actual MetLife Letter Enclosed For The Court To Enter As Relevant Evidence Into The Record Showing Fraud and Pre-Determined Wrongful TERMINATION Of Benefits and Employment.)

95. In December 4<sup>th</sup>, 2012 Raytheon Sent The Plaintiff A **LETTER-OF-TERMINATION** Where They State; ***“After 24 months, employment is terminated, even if employees are still receiving disability benefits. Our records indicate that your 24- month leave of absence will end on 02/28/2013, and your employment will be administratively terminated as of that date.”***

When The Plaintiff Attempted To Call Raytheon Human Resources, Raytheon Medical, Raytheon Benefits Or Any Other Department, His Calls Would Either Go Directly Into Their Voice-Mail, Or Were Immediately Blocked! (The Plaintiff Has Supplied A Copy Of The Actual Raytheon Letter For The Court To Enter As Relevant Evidence Into The Record Showing Fraud and Pre-Determined Wrongful TERMINATION Of Benefits and Employment!)

96. In December 5<sup>th</sup>, 2012 The Plaintiff Called MetLife Asking About The Letter

1 Dated November 29<sup>th</sup>, 2012 He Received From Them Where It States There  
2 Was A Life-Insurance-Claim Made Against Him! (This Report Is On Page 38  
3 Of The Administrative Transaction Record!)  
4

5 97. In December 10<sup>th</sup>, 2012 MetLife Issued A CLAIM-ALERT To The Plaintiff's  
6 File Stating; "*Verify SS Status prior to any LTD Reinstatement and Refer to*  
7 *SSS.*" (This Report Is On Page 38 Of The Administrative Transaction Record!)  
8

9 98. In December 14<sup>th</sup>, 2012 Dr. Bacon Performs A Much-Overdue-Lab-Test Due  
10 To The Plaintiff Still Having A Chronic-Cough Since **January 2009** and  
11 Discovers The Plaintiff Also Has A Systemic Candida Albicans Infection Of  
12 The Lungs, Throat and Possibly The Organs!  
13  
14

15 99. In December 21<sup>st</sup>, 2012 The Plaintiff Had His FIRST Cardio Stress Test  
16 Scheduled By MetLife At Cardiovascular Consultants In Phoenix Arizona. This  
17 Appointment Was Due To MetLife and Raytheon Rejecting Dr. Goldfinger's  
18 and Others Earlier Evaluations!  
19

20 100. In December 26<sup>th</sup>, 2012 The Plaintiff Had A SECOND Cardio Stress Test At  
21 Cardiovascular Consultants, LTD In Phoenix Arizona. This Appointment Was  
22 Due To The Plaintiff Being Unable To Perform The First-Stress-Test Due To  
23 Respiratory and Other Medical Issues. This Doctor Now Does The Medically  
24 Induced Stress Test With The Aid Of A CT-Scanner. The Doctor Informs The  
25 Plaintiff Of The Appearance Of An Enlarged Heart, Possible Aortic Aneurism  
26 At The Branch and Paralyzed Left Lung With Erosive Damage To Both Lungs.  
27  
28

101. In December 26<sup>th</sup>, 2012 MetLife Sent A Letter To The Plaintiff Informing Him They Were Denying Long Term Disability Benefits Due To A COMPLETE and FAIR Review Of ALL His Medical Records! This Is A FRADULENT Statement Due To MetLife Intentionally-NOT-Contacting The Treating Doctors In Which The Plaintiff Also Discovered Their Actions Of Intentionally-Withholding-Medical-Records From Multiple Evaluations While Providing FALSE and FRADULENT Claims To Others!

102. In December 29<sup>th</sup>, 2012 There Is A Message In The MetLife Record That States; *"PRF conducted 9/11/12 notes NO medical documentation to support functional limitations. File terminated 11/18/12 and letter sent to ee. EE faxed appeal request dated 1/22/13 (How Did MetLife Get A 1/22/13 Date Code, For A Document With A Scan-In-Date To The Record Dated 12/29/12?) with a copy of recent labs and noted he is mailing a document package including hospital reports and labs. Spietruch"* This Illegal Act By MetLife and Raytheon Shows That Neither Of Them Ever Intended To Allow A Full and Fair Review Of The Plaintiff's Claim Under The Requirements of ERISA Since They Were TERMINATING His Claims File On 11/18/12! (This Report Is On Page 36 and Page 37 Of The Administrative Transaction Record!)

103. In January 5<sup>th</sup>, 2013 The Plaintiff Was Hospitalized For 9-Days At Tempe St. Luke's Hospital In Arizona For A Confirmed Case Of Systemic Candida Albicans Respiratory Infection Requiring IV Treatment and Then 3-Months Of

1 A Breathing Nebulizer. The Doctors At That Time Also Discovered An  
 2 Unknown Significant Blood Contamination In All The Blood Samples Drawn  
 3 From The Plaintiff By The Doctors and Lab Personnel.  
 4

5 **104. In January 18<sup>th</sup>, 2013 There Is A Message In The MetLife Record That**  
 6 **States They Received A Voicemail From Mary Richardson At Raytheon**  
 7 **Medical Where She Had A Conversation With The Plaintiff and She Discussed**  
 8 **It With Dr. Haas. This Was Due To The Plaintiff Recently Providing Medical**  
 9 **Updates To The Raytheon Medical Staff, (As Ordered By MetLife), His**  
 10 **Requesting The “*ENTIRE MetLife Administrative Record*”, His Being Told**  
 11 **He Was “*NOT-ALLOWED-TO-APPEAL*” The Decision To TERMINATE His**  
 12 **Benefits, Was “*NOT-ALLOWED-TO-HAVE-A-REVIEW*” Of The Claim Due**  
 13 **To His “*NO-LONGER-BEING-AN-EMPLOYEE*” Of Raytheon and Due To**  
 14 **A Doctor At The University Medical Center Telling The Plaintiff That**  
 15 **Raytheon and MetLife Had Called In The Past Ordering Them and Others To**  
 16 **NOT-DIAGNOSE and/or TREAT The Plaintiff! (This Report Is On Page 38**  
 17 **Of The Administrative Transaction Record!)**

18 **105. In January 22<sup>nd</sup>, 2013 The Plaintiff Sent A Letter To MetLife Appealing**  
 19 **Their Decision To TERMINATE and Refuse All Disability Benefits!**

20 **106. In January 31<sup>st</sup>, 2013, The Plaintiff Discovered MetLife and Raytheon Had**  
 21 **Now Blocked Almost All His Communications and E-Mails! This Was Due To**  
 22 **The Plaintiff’s Recent Medical Diagnosis, and The Discovery That MetLife,**  
 23  
 24  
 25  
 26  
 27  
 28

1 Raytheon With Others Had Been Calling The Plaintiff's Treating Physicians To  
2 Block All Medical Diagnosis and/or Treatment Of The Confirmed Infections!  
3  
4 (See The Supplied Raytheon E-Mail To Mary Richardson Dated January 31<sup>st</sup>,  
5 2013 For Relevant Evidence To Be Entered Into The Court Record.)

6 107. In February 1<sup>st</sup>, 2013, The LAST Fit-For-Duty-Review That Raytheon Had  
7  
8 Scheduled In Early **January 2013** Was Canceled At The Last Minute Due To  
9  
10 Their Claiming A Conflict Of Schedule! Raytheon Medical Personnel Claimed  
11  
12 They Would Reschedule The Review Within A Week and Took The Most  
13  
14 Recent Medical Records From The Plaintiff Including Those From Tempe St.  
15  
16 Luke's! This Review Is NEVER Rescheduled and Raytheon Continued To  
17  
18 Refuse All Further Communication(s) With The Plaintiff!

16 108. In February 1<sup>st</sup>, 2013 at 8:54:56 AM, MetLife Printed A Shipping Label To  
17  
18 Send A Package To The Plaintiff At His Tucson Arizona Address. (Tracking  
19 NO: 4204 0512 9405 5102 0082 8647 7479 13) The Plaintiff NEVER Received  
20  
21 Such A Package So He Had The USPS and Other Authorities Do A Full-Search  
22  
23 Of This Label's Bar-Code. What Was Discovered Is This Label Was Created  
24  
25 By MetLife, Then Scanned As A Page Into The Administrative Record,  
26  
27 However The Investigation Discovered This Bar-Code Was **NEVER-**  
28  
**SCANNED** Into Any-Postal-Or-Package-System and Appears To Have  
**NEVER-BEEN-SENT!** (The Plaintiff Has Provided To The Court A Copy Of  
This Report To Be Entered Into The Record As Relevant Evidence.)

109. In February 15<sup>th</sup>, 2013 A Pulmonologist In Scottsdale Arizona Named Dr. Beaty Received A Number Of Phone Calls From A Dr. Altman and Dr. Schaller For MetLife, A Dr. Haas At Raytheon and A Dr. Bacon In Tucson Who All Ordered Him To STOP All Medical Tests and Treatment On The Plaintiff! The Plaintiff, Who Discovered These Calls To Dr. Beaty, Found These Doctors Had **FALSELY** Claimed To Dr. Beaty They Had Determined The Plaintiff's Health Problems Were Self-Induced In Order To Get This Doctor To **REFUSE** All Medical Care! (The Plaintiff Is Prepared To Supply A Medical Record With Medical Lab Tests As Relevant Evidence Documenting This Criminal Action By Dr. Bacon, Dr. Schaller and Others!)

110. In February 27<sup>th</sup>, 2013 There Is A Message In The MetLife Record That States That The Scar Tissue On The L-Side Nerves Was Confirmed! (This Report Is On Page 24 Of The Administrative Transaction Record!)

111. In March 8<sup>th</sup>, 2013 There Is A Message In The MetLife Record That States A Dr. Schaller For MetLife; *"Was provided with 643 pages of Medical Records and was asked to perform a peer review!"* Dr. Schaller Then States In His Document; *"The specific dates of interest (In The Medical Records) are relative to those beyond November 19, 2012!"* Restricting The Records Reviewed For An Appeal To Those Beyond November 19<sup>th</sup>, 2012 Effectively and Illegally Eliminated All Medical Records From Bobbie Shepard, Dr. Gray, Dr. Goldfinger and Others Therefore Eliminating All Records Confirming A



1 Disability! (The Question Is Where Are The 643-Pages Of Medical Records  
 2 They Speak Of and From Which Doctors Are They From As They Were NOT  
 3 Discovered Within The Administrative Record That MetLife Provided To The  
 4 Plaintiff Or Attorney Who Ever Tried To Obtain These Records In The Past?)

6 **112. For The Review Done By Dr. John L. Schaller On March 8<sup>th</sup>, 2013 Through**  
 7 **March 15<sup>th</sup>, 2013, One Needs To Enter Into The Court Record A Number Of**  
 8 **Relevant CRITICAL-DOCUMENTS That Were Discovered After August**  
 9 **2016 Regarding Dr. Schaller and His Practice Of Being A Medical Consultant.**  
 10 **The Items That MUST-BE Brought To Light For The Court To Understand The**  
 11 **Situation Surrounding His Medical Evaluation Of The Claimant's/Plaintiff's**  
 12 **Medical Records Are As Follows:**

- 13
- 14
- 15
- 16 a) Dr. Schaller Lists His Employment Address For Consulting, On The  
 17 Plaintiff's Medical Evaluation Dated March 15<sup>th</sup>, 2013, As Medical  
 18 Consultants Network, LLC Which Is Located At 901 Boren Ave., Suite  
 19 1400, Seattle WA 98104-3529.
- 20 b) Dr. Schaller Also Lists His Medical License Number On The Plaintiff's  
 21 Medical Evaluation As Being MD17949 Which Was Also Listed As Being  
 22 For Washington State.

23 **UPON-FURTHER-INVESTIGATION-IT-WAS-DISCOVERED-THAT:**

- 24
- 25 c) Dr. Schaller's Medical License Was NOT-VALID For The State Of  
 26 Washington As Their License Numbers Consist Of 8-Numbers and Dr.  
 27 Schaller's Consists Of Only 5-Numbers Preceded By MD For A Doctor!
- 28 d) Dr. Schaller's Medical License Number Was Found To Actually Be From  
 The State Of Arizona!

- 1 e) Dr. Schaller Was One Of The Operators Of A Company Named **Schaller**
- 2 **Anderson** Which Managed Health Care For **9-States** Of Which
- 3 Washington State Was **NOT-ONE** Of The States!
- 4 f) **Aetna** Purchased **Schaller Anderson** In November 19<sup>th</sup>, 2003 Where It
- 5 Then Became Based Out Of Phoenix Arizona and Was Listed As Providing
- 6 Medicaid Plans and Services Throughout The Nation!
- 7 g) An Investigation By A Nicholas Morris, From The Washington State
- 8 Medical Commission, Was Unable To Locate Any Medical License As
- 9 Ever Belonging To A Dr. Schaller In Their State's Legacy Database!
- 10 h) Under The Washington State Laws, For A Medical Provider To Be Allowed
- 11 To Practice Medicine and/or Do Consulting Work In Their State They Are
- 12 **REQUIRED-TO-BE-LICENSED** For That State and Since They Were
- 13 NOT, They Violated Washington Statutes **RCW 18.71.021, RCW**
- 14 **18.71.030** and **ERISA Law!**

15 113. In March 8<sup>th</sup>, 2013 There Is A Message In The MetLife Record That States;

16 ***"On February 20<sup>th</sup>, 2012, Paul tried to resume work but work still refused to***

17 ***allow a return to work based on undiagnosed health issues and medical***

18 ***restrictions and issues regarding chemicals and cleaners causing skin and***

19 ***respiratory issues!"** (This Shows Coercive Interference and Illegal Forced*

20 ***TERMINATION Of Benefits and Employment Against A Claimant/Plaintiff.**)*

21 114. In March 11<sup>th</sup>, 2013 There Is A Message In The MetLife Record That States;

22 ***"Dr. Altman contacts Dr. Beaty who is a pulmonologist in Scottsdale Arizona***

23 ***for a secret phone call. Dr. Altman states in the MetLife file that he will be***

24 ***calling Dr. Beaty back on March 18<sup>th</sup>, 2013 for further discussions!"** This*

1 Action Of Having SECRET Phone Calls With Doctors Was ILLEGAL and  
 2 First Discovered By The Plaintiff After September 9<sup>th</sup>, 2014 In The  
 3 Administrative Record.  
 4

5 115. In March 15<sup>th</sup>, 2013 There Is A Message in The MetLife Record By  
 6 MetLife's Own Dr. John L. Schaller Stating; *"Paul has been Positively*  
 7 *diagnosed with Candida Infection, Chronic Cough with Skin Blisters and*  
 8 *Lesions! This letter is in thanks for MetLife allowing him to perform a Medical*  
 9 *evaluation on the Patient named Paul Jozwiak in which his Medical evaluation*  
 10 *was to follow."* It Was Discovered By The Plaintiff This Evaluation Had A  
 11 Number Of FALSE Claims In It Where Dr. Schaller NEVER Made Any  
 12 Attempt To Have A Consultation With Dr. Gray, Dr. Goldfinger, Bobbie  
 13 Shepard Or Other Physicians Who Were Treating The Plaintiff At That Time!!  
 14  
 15  
 16  
 17

18 116. In March 15<sup>th</sup>, 2013 There Is A Message In The MetLife Record That States;  
 19 *"Dr. Schaller calls Dr. Bacon to have a secret conversation regarding the*  
 20 *disability evaluation and medical lab tests on Paul Jozwiak!"*  
 21

22 117. In April 1<sup>st</sup>, 2013 There Is A Message Stating That Dr. Bacon Completely-  
 23 Changed His Previous Medical Evaluations and Opinions For The Plaintiff  
 24 From NO-MORE-EXPOSURES To Chemicals, Gasses and Toxins and A  
 25 Work Week Restricted To 40-Hours To That being NO Work Restrictions  
 26 and NO Disability Per Dr. Schaller's Medical Report! (This Is Now A  
 27 Documented Willful Act Of Medical, ERISA and Insurance Fraud With  
 28

Endangerment Of Health and Safety Being Committed By Dr. Bacon, MetLife, Raytheon and Others For The Purpose Of Denying Rightful ERISA Benefits!)

118. In March 19<sup>th</sup>, 2013 Through April 2<sup>nd</sup>, 2013 There Are Entries In The MetLife Administrative Record's Transaction Report By a Michael T. McPeak Listed As A Clinical Psychologist For MetLife. These Entries Claim This Psychologist Called The Plaintiff's Cell Phone At (520)-818-4976 and Did An Evaluation On The Plaintiff. The Problem Is The Plaintiff NEVER Had Contact With This Person During The 2013, 2014 Or Later Years and Therefore These Entries Are FRADULENT! The Plaintiff Has Supplied To The Court As Relevant Evidence To Be Entered Into The Record A Copy Of The AT&T Phone Transaction Record For The Time Period In Question Proving These Phone Calls To (520)-818-4976 and Their-Minutes NEVER Occurred! (These Reports Are Located On Page 7 Through Page 16 Of The Administrative Transaction Record!)

119. In April 5<sup>th</sup>, 2013 There Is A Message In The MetLife Record Stating That The Plaintiff Had Put In A; "*Request Entire File. Srowland css!*" Due To His Most Recent Phone Call In Which The Request Was Actually DENIED! (This Report Is On Page 3 Of The Administrative Transaction Record!)

120. In April 5<sup>th</sup>, 2013 There Is A Message In The MetLife Record Stating That MetLife Will Now Make A; "*Copy of His Entire File. Srowland css!*" For The Plaintiff! NOTE: The Portion Of The Administrative Record Called "*Diary*

1 **Entries**” Is Actually The **“Administrative Transaction Record”**! (This Report  
 2 **Is On Page 1 Of The Administrative Transaction Record!**)

3  
 4 **121. In April 8<sup>th</sup>, 2013** There Is A Message In The MetLife Record Stating That  
 5 MetLife Will Now; **“Please print Entire File, including all diary entries, and**  
 6 **all documents on XCS, ICM and DPA. F. Anderson (x6207)!”** For The  
 7 Plaintiff! Notice How MetLife NEVER Actually Printed The **ENTIRE**  
 8 **Administrative Record** Due To How **Much Of It Is Still Missing** and The  
 9 Entries Within The Transaction Record Listing Some Of The Missing Records!  
 10 (This Report Is On Located on Page 1 Of The Administrative Transaction  
 11 **Record!**)

12  
 13  
 14  
 15 **122. In April 8<sup>th</sup>, 2013** MetLife ENDED The Administrative Transaction Record  
 16 Entries For The Plaintiff and NO Other Portions Of The Record Other Than  
 17 Letters Were Supplied With Any Date After That! This Activity Indicates That  
 18 **Neither MetLife Nor Raytheon Ever Intended To Allow A Full and Fair Review**  
 19 **Of The Claim** and They Had A **Pre-Determined Plan To Deny The Claim** NO-  
 20 Matter What Evidence Supported A Disability! One Must Now Realize That  
 21 Due To MetLife’s and Raytheon’s Own **June 21<sup>st</sup>, 2012** Response In The  
 22 Administrative Record Stating; **“Restrictions for a 40 hour week, and NO**  
 23 **exposures to noxious substances could be met.”** That Fit The Medical  
 24 Restrictions Set Forth By Dr. Bacon, and The Return To Work Being Rejected  
 25 Due To Unresolved Chronic Infections and/or Lingering Health Problems,  
 26  
 27  
 28

1 What MetLife and Raytheon Actually Did Was Document The Plaintiff Had A  
 2 Health Problem So Severe They Were Actually Listing Him As NOT-  
 3 **PHYSICALLY-ABLE** To Be Working At Raytheon and Therefore Anywhere  
 4 Else! (This Means The Plaintiff Was Being Declared As **FULLY-DISABLED**  
 5 Due To Being **UNABLE** To Perform **ANY-JOB** Due To Lingering and  
 6 Unresolved System Wide Infections, Etc. Preventing Him From Having Or  
 7 Holding **ANY-JOB** Including **THE-OFFICE-JOB-HE-HAD** At Raytheon!)

10 123. In April 8<sup>th</sup>, 2013, at 9:48:00 AM, MetLife Created A Shipping Label To  
 11 Send A Package To The Plaintiff At His Tucson Arizona Address. (Tracking  
 12 NO: 7010 3090 0001 3373 9112) The Plaintiff NEVER Received Such A  
 13 Package So He Had The USPS and Other Authorities Do A Full-Search Of This  
 14 Label's Bar-Code. What Was Discovered Is This Label Was Printed By  
 15 MetLife, Scanned As A Page Into The Administrative Record As Proof They  
 16 Sent The Plaintiff A Package Of Documents, However The Investigation  
 17 Discovered This Bar-Code Was **NEVER-SCANNED** Into Any-Postal-Or-  
 18 Package-System and Appears To Have **NEVER-BEEN-SENT!** (The Plaintiff  
 19 Has Provided To The Court A Copy Of This Report To Be Entered Into The  
 20 Record As Relevant Evidence.)

21 124. In April 10<sup>th</sup>, 2013 The Plaintiff AGAIN Requested By Letter The **ENTIRE**  
 22 Administrative Record From MetLife Which They Had Refused To Provide  
 23 On January 18<sup>th</sup>, 2013 and April 5<sup>th</sup>, 2013.  
 24  
 25  
 26  
 27  
 28

1 **125.** In April 17<sup>th</sup>, 2013 MetLife Filed A FRADULENT-LETTER Within The  
2 Administrative Record Claiming They Had Already Sent The Insurance  
3 Administrative Record The Plaintiff Requested On April 5<sup>th</sup>, 2013! The  
4 Administrative Record However Shows This File Was FIRST-PRINTED On  
5 April 8<sup>th</sup>, 2013, Which Was Just Before The May 4<sup>th</sup>, 2013 Final-Denial! The  
6 Plaintiff Then Received A FINAL-DENIAL-LETTER Dated June 7<sup>th</sup>, 2013,  
7 Where The Actual FEDEX-LABEL Being Part Of The Administrative Record  
8 Shows The File's First Fragment Was Shipped on July 11<sup>th</sup>, 2013 and The  
9 Package Consisting Of An 18.00 By 12.50 By 3.50 Inch Box Only Weighing  
10 1.0 Lb Was Then Sent!

11 **126.** In June 7<sup>th</sup>, 2013 MetLife Sent The Plaintiff ANOTHER Letter Denying  
12 Long Term Disability Benefits!

13 **127.** In June 12<sup>th</sup>, 2013 The Plaintiff AGAIN Requested By Letter The ENTIRE  
14 Administrative Record From MetLife Which They had Refused To provide  
15 On January 18<sup>th</sup>, 2013, April 5<sup>th</sup>, 2013 and April 10<sup>th</sup>, 2013!

16 **128.** In June 13<sup>th</sup>, 2013 The Plaintiff's Doctor Named Dr. Gray In Benson  
17 Arizona Received Their FIRST-AND-ONLY Medical Records Request For  
18 The Plaintiffs Records Which Were Sent Immediately By Fax and Also By A  
19 Mailed In CD To MetLife Which Was Received On June 18<sup>th</sup>, 2013!

20 **129.** In July 11<sup>th</sup>, 2013 MetLife Sent A Letter To The Plaintiff Where They  
21 Claim; *"As noted above, a complete copy of all of the Relevant Documents*

1 *from your Claim File was sent to you on April 17<sup>th</sup>, 2013!*” What This Letter  
 2 Actually Means Is That MetLife Was ONLY Sending-Small-Pieces Of The  
 3 Administrative Record To The Plaintiff and **NOT-THE-ENTIRE-RECORD.**  
 4  
 5 **(One Must Also Note The First Order To PRINT-THE-RECORD Occurred On**  
 6 **April 8<sup>th</sup>, 2013 While The First Valid Shipping Label Used To Ship This**  
 7 **Record In VERY-SMALL-PIECES Was Printed On July 11<sup>th</sup>, 2013!)**  
 8  
 9 **130. In July 11<sup>th</sup>, 2013 MetLife Now FIRST Prints A FEDEX-LABEL For**  
 10 **Shipping The Administrative Record To The Plaintiff (Tracking NO: 7962-**  
 11 **0622-0783)! The Actual Box Size Is 18.00 By 12.50 By 3.50 Inches and Only**  
 12 **Weights 1.0 Lb. (Approximately 100-Pages) Making This Package MUCH-**  
 13 **TOO-LIGHT Due To It Being Filled With 80% Bubble Wrap! Considering The**  
 14 **MetLife Administrative Record Transaction Report Itself Is Comprised Of 314-**  
 15 **Pages, While A Report In The Record States A Dr. Schaller For MetLife Was**  
 16 **Provided With 643-Pages Of The Plaintiff’s Medical Records For Review,**  
 17 **(Which Are Obviously-Missing From This Administrative Record), With The**  
 18 **Evaluations, Various Documents and NOT Taking Into Account The Weight Of**  
 19 **The Box and Packaging Materials, This Shows MetLife Intentionally Withheld**  
 20 **Over 50% Of The Record From The Plaintiff To Deny His Benefits Claim!**  
 21  
 22 **MetLife Shipped Very Small Fragments Of The Administrative Record To The**  
 23 **Plaintiff Starting In July 11<sup>th</sup>, 2013 Where The Last Part Arrived In May 2014!**  
 24  
 25  
 26  
 27  
 28

**131. In July 12<sup>th</sup>, 2013 The Plaintiff Being Represented By The Binder-And-**



1 Binder Law Firm Went Before A Judge In Tucson Arizona and After A Careful  
 2 Review Of The Evidence, Arizona Social Security Determined The Plaintiff  
 3 Was FULLY-DISABLED Due To The Medical Records Provided At The  
 4 Hearing That Had Been Previously Withheld From Them By Dr. Bacon,  
 5 MetLife, Raytheon and Others! (MetLife Who Was Informed Of This SSI  
 6 Award Claimed This Still Didn't Change Anything Regarding Benefits!)

9 132. In September 25<sup>th</sup>, 2013 The Plaintiff Sent An E-Mail To Beth Green and  
 10 Susan Campany At MetLife Along With A Janet Baer, Karen Haas, Mary  
 11 Richardson and A Rachel Jimenez At Raytheon Requesting The MetLife Or  
 12 Raytheon Plan/Policy. This Was Requested By Multiple Letters and/or Phone  
 13 Calls Starting Back In **March 2011** and To Date None Of These People Had  
 14 Supplied The Plan/Policy While Claiming; *"They NEVER Received Any*  
 15 *Request For This Material."* and/or; *"It's NOT Their Job."* and/or; *"It Got Lost*  
 16 *In The Mail!"*

20 133. In September 30<sup>th</sup>, 2013 Raytheon Now FIRST Sends The Plaintiff The  
 21 Actual MetLife and/or Raytheon Disability Plan/Policy By E-Mail He Has  
 22 Been Requesting Ever Since **March 2011**! The Plaintiff Has Supplied To The  
 23 Court As Relevant Evidence To Be Entered Into The Record A Copy Of The E-  
 24 Mail Response That Held The Plan/Policy Where A *"Kathryn K. Rowen"* At  
 25 Raytheon Who Sent The Documents Claims *"While I am NOT aware of you*  
 26 *requesting these previously, the documents are nevertheless attached here."*

1 **134.** In November 8<sup>th</sup>, 2013 The Plaintiff Obtained A Letter From Dr. Lilani's  
2 Medical Establishment In Scottsdale Arizona Showing That MetLife NEVER  
3 Contacted Him Nor Requested Medical Records For The Plaintiff From Him!  
4 (The Plaintiff Has Included A Copy Of The Letter To Be Entered Into The  
5 Official Court Record As Relevant Evidence.)  
6

7  
8 **135.** In November 13<sup>th</sup>, 2013 The Plaintiff Obtained A Letter From Dr. Gray's  
9 Medical Establishment In Benson Arizona Showing The FIRST-AND-ONLY-  
10 TIME That MetLife Requested Medical Records For The Plaintiff From Him  
11 Was On **June 13<sup>th</sup>, 2013** and NEVER Any Time Prior To Or After That! (The  
12 Plaintiff Has Included A Copy Of The Letter To Be Entered Into The Official  
13 Court Record As Relevant Evidence.)  
14

15  
16 **136.** In December 9<sup>th</sup>, 2013 The Plaintiff Obtained A Letter From The  
17 Cardiovascular Consultants Medical Establishment In Phoenix Arizona  
18 Showing That MetLife NEVER Contacted Them Nor Requested Medical  
19 Records For The Plaintiff From Them! (The Plaintiff Has Included A Copy Of  
20 The Letter To Be Entered Into The Official Court Record As Relevant  
21 Evidence.)  
22

23  
24 **137.** In **January 11<sup>th</sup>, 2014** The Plaintiff Sent The FIRST Letter To MetLife  
25 Requesting They Provide A List Of All Doctor's Names, Contact Information  
26 With Their Complete and Unaltered Medical Evaluations They Performed On  
27 Him When They Denied His Claim For Long Term Disability Benefits.  
28

138. In February 5<sup>th</sup>, 2014 MetLife Sent The Plaintiff A Letter Where They Claim They Provide Certain Administrative and Claim Services To The Plan Which Is **"Self-Funded and Administered By Raytheon"**! They Also Claimed They Were **"NOT Subject To State Insurance Laws and Regulations Under Section 515 Of ERISA"**! MetLife Then Went On To Claim They Had Already Responded To The Plaintiff's January 11<sup>th</sup>, 2014 Request Which They Actually Did NOT!

139. In **March 22<sup>nd</sup>, 2014** The Plaintiff Sent A SECOND Letter To MetLife Requesting They Provide A List Of All Doctor's Names, Contact Information With Their Complete and Unaltered Medical Evaluations They Performed On Him When They Denied His Claim For Long Term Disability Benefits.

140. In **May 8<sup>th</sup>, 2014** The Plaintiff Received The LAST-FRAGMENT Of The MetLife **Administrative Claims Record** In Which It Was Discovered That **Most Of The Record Was Either MISSING, Or INTENTIONALLY-WITHELD!!**

141. In May 8<sup>th</sup>, 2014 The Plaintiff Was Reviewing The MetLife Administrative Record and **Discovered That Most and/or All Of The Medical Reports For Dr. Bacon and Others Were Missing From The Record.** The Plaintiff Immediately Began Obtaining Copies Of The Medical Records From Dr. Bacon and Others, **He Knew Of,** To Continue His Review Of The MetLife Administrative Record To Determine Why These Medical Records, (**Which He Knew and Could Prove**), Were Supplied To MetLife and Raytheon, Were MISSING!

142. In May 16<sup>th</sup>, 2014 The Plaintiff Was Placed Into Isolation At St. Joseph's Hospital In Tucson Arizona For Another Positive Tuberculosis Reading From His Blood and Sputum. This Is Now The 9<sup>th</sup> Time The Plaintiff Had This TB Positive Reading and This Time He Is Hospitalized For 9-Days In Which The Reading Disappears Again. It Was Discovered The Medical Professionals, MetLife Along With Raytheon Had Discovered In **June 2011** The Possible Reason For These Readings. It Was Discovered and Documented Within The Medical Records To MetLife and Raytheon That This Reoccurring Problem Could Be Due To A RARE Mycobacterium Avium Complex (MAC)!

143. In June 3<sup>rd</sup>, 2014 The Plaintiff Now Receives The FIRST-FRAGMENT Of The MetLife Administrative Claims Record Transaction Record! MetLife Shipped This Transaction Record To The Claimant/Plaintiff In VERY-SMALL-PIECES In Which The Last Fragment Arrived In **March 2015**!

144. In September 9<sup>th</sup>, 2014 The Plaintiff Received Enough Replacement Copies Of His Medical Records From Dr. Bacon, St. Joseph's Hospital and Various Other Medical Providers To Continue His Review Of The MetLife Record.

145. In March 22<sup>nd</sup>, 2015 The Plaintiff Discovered While Reviewing The MetLife Administrative Record's Transaction Reports That Beth Green and Others At MetLife Were Falsifying-Reports From **August 15<sup>th</sup>, 2011** Through **April 8<sup>th</sup>, 2013**! This Is Due To Beth and Others Continually Reporting They Were Asking and/or Waiting For The Plaintiff To Provide Contact Information

1 and/or Medical Reports for Dr. Gray and Other Doctors When The Record  
2 Showed They Had The Information All Along! These Actions With  
3 Intentionally Withholding Medical Records From A Review, Providing FALSE  
4 Statements About The Plaintiff To Others, Interference With Doctors To  
5 Prevent Diagnosis and/or Treatment Of Confirmed Medical Infections With  
6 Other Criminal Activities Was Found Within The Transaction Record!  
7

8  
9 **146. In April 17<sup>th</sup>, 2015 The Plaintiff Suffered From A Pocket Of Infection Half**  
10 **The Size Of A Golf-Ball Forcing Its Way Out From The Body Cavity By**  
11 **Rupturing The Old Colostomy Scar. This Required Surgery To Be Done At The**  
12 **Surgical Associates Of Wausau Wisconsin In Order To Remove Infected, Dead**  
13 **and Dying Tissue, An Abscess and/or Cyst Along With Broken Suture and**  
14 **Surgical Materials From The Open Wound.**  
15

16  
17 **147. In September 8<sup>th</sup>, 2015 The Plaintiff Sent a THIRD Letter To MetLife**  
18 **Requesting They Provide A List Of All Doctor's Names, Contact Information**  
19 **With Their Complete and Unaltered Medical Evaluations They Performed On**  
20 **Him When They Denied His Claim For Long Term Disability Benefits.**  
21

22  
23 **148. In September 17<sup>th</sup>, 2015 MetLife Sent The Plaintiff A Letter Claiming They**  
24 **NEVER Received Any Request For The List Of All Doctors, Their Contact**  
25 **Information and Their Complete and Unaltered Medical Diagnosis Which They**  
26 **Had Performed Upon The Plaintiff When They Did Their Disability**  
27 **Determination! MetLife Claims They Responded To The Plaintiff On**  
28

1       **February 5<sup>th</sup>, 2014** and They Had Sent “**ALL-RELEVANT-DOCUMENTS**”  
 2       **(NOT-THE-ENTIRE-FILE)** To The Plaintiff Previously **By FEDEX!**

3  
 4       **149.** In October 6<sup>th</sup>, 2015 The Plaintiff Was AGAIN Placed Into Isolation, But  
 5       This Time At Home In Wisconsin For Another Positive Tuberculosis Reading  
 6       From His Blood and Sputum. This Is Now The 10<sup>th</sup> Time The Plaintiff Had  
 7       This TB Positive Reading and This Time He Is Isolated For 9-Days In Which  
 8       The Reading Then Disappears Again. It Was Discovered That The Medical  
 9       Professionals, MetLife Along With Raytheon Had Discovered In **June 2011**  
 10       The Possible Reason For These Readings. It Was Discovered and Documented  
 11       Within The Medical Records To MetLife and Raytheon That This Reoccurring  
 12       Problem Was Possibly Due To A RARE Mycobacterium Avium Complex  
 13       (MAC)!

14  
 15  
 16  
 17  
 18       **150.** In December 19<sup>th</sup>, 2015 The Plaintiff **NOW-DISCOVERS** and **CAN-**  
 19       **PROVE**, That MetLife and Raytheon, Did **WILLFULLY** and  
 20       **INTENTIONALLY** Violate ERISA Law By **FAILING-TO-DEVELOPE A**  
 21       **COMPLETE** and/or **ACCURATE** Administrative Claims Record For The  
 22       Plaintiff's Claim By;

- 23  
 24  
 25       **a) FILING-FRADULENT-ENTRIES** Within The Administrative Claims  
 26       Record Transaction Record To Deny The Claim!!  
 27       **b) FILING-BLANK-DOCUMENTS** Within The Administrative Claims  
 28       Record To Allow Them To Deny The Claim!!

- c) **FAILING-TO-OBTAIN** The Required Medical Record(s) and/or Answer(s) With Testimony From The Plaintiff's Physician(s) Before, During and After The Appeals Process!!
- d) **FAILING-TO-PROVIDE** To The Plaintiff The Identitie(s) and Contact Information Of All Doctors and IMEs Listed In The Administrative Claims Record Before, During and After The Appeals Process!!
- e) **FAILING-TO-PROVIDE** To The Plaintiff, In A Timely Fashion and/or Upon Request During The Appeal Process, The ENTIRE Administrative Claims Record With All IME and Other Evaluations!!
- f) **FAILING-TO-PROVIDE** To The Plaintiff, In A Timely Fashion and/or Upon Request Before and During The Appeal Process, The Summary Plan Description (SPD)!!
- g) **FALSELY-CLAIMING** To The Plaintiff, They Were NOT Required To Answer Questions Before, During and After The Appeal Process!!
- h) **FALSELY-CLAIMING** To The Plaintiff, They Had The Authority As To What Medical Evaluation(s), Record(s), Etc. Were To Be Allowed Into The Administrative Claims Record and Which Records Were To Be Used During The Evaluation(s)!!
- i) **FALSELY-CLAIMING** To The Plaintiff's Doctor(s), IME(s) and/or Other(s) that The Plaintiff Was A TERMINATED Employee, Was NOT Authorized For Medical Care and/or The Health Problems Were SELF-INFLICTED Which Contradicted The Medical Records and/or Test Results Provided By The Treating Physician(s)!!
- j) **FAILING-TO-ALLOW** The Proper Fiduciary, Plan Administrator Or Other(s) To Conduct The Appropriate Review Of The Plaintiff's Claim!!
- k) **PROVIDING-FRADULENT** Letters Of Denial To The Plaintiff In Which They Were Found To Be Based Upon A Known Incomplete and/or Fraudulent Administrative Claims Record, Where They Had

1        Performed-A-Selective-Review Of the Plaintiff's Medical Records,  
 2        Where The Administrative Record Claims The Plaintiff IS-DISABLED  
 3        While The Letters Of Denial Claim The Plaintiff Is NOT-DISABLED  
 4        and Where The Denial Letters-NEVER-Mentioned Any Of These Facts!

5        151. In October 24<sup>th</sup>, 2017 The Plaintiff Sent A FINAL-LETTER To  
 6        MetLife That Was A Formal and Legal Request To ATTEMPT-TO-  
 7        OBTAIN An Actual and Usable COMPLETE and UNFILTERED  
 8        CLAIMS FILE Along With All The Evidence MetLife Used In Making  
 9        Their Adverse-Determination To TERMINATE Benefits and Employment  
 10        From Raytheon! (This Letter Was Sent With A USPS Tracking Number  
 11        Which Was 9405 5102 0082 8553 0231 25 Showing That MetLife  
 12        RECEIVED The Letter On October 26<sup>th</sup>, 2017 at 2:20 PM.)

13        152. In November 13<sup>th</sup>, 2017 The Plaintiff Contacted MetLife By E-Mail Due To  
 14        His NOT Receiving Any Reply To His formal and Legal Letter Of Request  
 15        They Had Received On October 26<sup>th</sup>, 2017 At 2:20 PM. These E-Mail  
 16        Messages Were Sent To scampany@metlife.com, Nov 13 At 11:00 AM,  
 17        Another To bgreen5@metlife.com, Nov 13 At 11:01 AM, and A Third To  
 18        mdisabilityc@metlife.com, Nov 13 At 11:01 AM.

19        153. In November 13<sup>th</sup>, 2017 at 11:15 AM, The Plaintiff Placed A Call To  
 20        MetLife Who's Phone Number Is (888)-482-5246 In Which The Person He  
 21        Spoke To Requested The Claim ID Number Where He Told Her It Was  
 22        "671104141207". At This Point She Then Asked The Plaintiff To Repeat The



1 Number Where She Next Asked Him To Spell His Last Name and Tell Her His  
 2 Date of Birth! This Person At MetLife Then Immediately Hung Up On The  
 3 Plaintiff!  
 4

5 **154. In November 13<sup>th</sup>, 2017 At 2:30 PM The Plaintiff AGAIN Tried To Call**  
 6 **MetLife At Their Phone Number Which Is (888)-482-5246 In Which This**  
 7 **Second Person Requested The Claim ID Number Where The Plaintiff Told Him**  
 8 **It Was “671104141207”. This Person Then Asked The Plaintiff What He Was**  
 9 **Calling About Where He Stated He Was Following Up On The Formal Letter**  
 10 **Of Request For The Insurance Claims File and Other Requested Information**  
 11 **Regarding His Disability Claim. This Operator At MetLife Placed The Plaintiff**  
 12 **On Hold To Speak To Someone and When He Returned He Stated That The**  
 13 **Formal Letter Of Request Had Been Forwarded To Their LEGAL-**  
 14 **DEPARTMENT For A Proper Response. (The Plaintiff Recorded This Entire**  
 15 **Phone Conversation and Can Provide It and/or A Legal Transcript Upon**  
 16 **Request To The Court As Relevant Evidence To Be Entered Into The Record!)**  
 17

18 **155. In November 14<sup>th</sup>, 2017 at 10:36 AM The Plaintiff Received A Phone Call**  
 19 **From MetLife At (315)-797-6000 Regarding His Formal Letter Of Request In**  
 20 **Which This Woman Stated They Had Already Responded To His Formal Letter**  
 21 **Of Request By Their Own Letter On November 8<sup>th</sup>, 2017! This Woman Then**  
 22 **Stated That The Contents Of The Legal Letter They Had Sent, Stated They**  
 23 **Were “REJECTING-HIS-REQUEST” and They Had In The Past Already**  
 24  
 25  
 26  
 27  
 28

1 Sent "**ALL-ALLOWED-INFORMATION**" From The Insurance File. The  
 2 Plaintiff Then Informed MetLife "**They Had NEVER-SUPPLIED All The**  
 3 **Information From The File Or Provided The Information He Had Requested**  
 4 **In The Past**" Where This Woman AGAIN Stated They Had Sent "**All The**  
 5 **ALLOWED-INFORMATION**" For His Case! Under ERISA § 413 / 29 U.S.  
 6 Code § 1113, The Limitation Of Actions For A Breach Of Fiduciary Duty  
 7 Involving Fraud and/or Concealment Is; (1) **Six-Years** After; (A) The Date Of  
 8 The "**Last-Action**" Which Constituted A Part Of The Breach Or Violation; Or  
 9 (B) In The Case Of An "**Omission**", "**The Latest-Date On Which The Fiduciary**  
 10 **Could Have Cured The Breach Or Violation**" Which Occured On This Date Of  
 11 **November 14<sup>th</sup>, 2017** and Is Still Occurring To This Day! (The Plaintiff  
 12 **Recorded This Entire Phone Conversation and Can Provide It and/or A Legal**  
 13 **Transcript Upon Request To The Court As Relevant Evidence To Be Entered**  
 14 **Into The Record!**)

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## 21 PROBLEM(S) WITH LETTER(S):

22 List Of **MetLife-Letters-To-The-Plaintiff** That Were Discovered To Have

### 23 Problems Within The Administrative Record.

- 24 a) Letter Dated **06-04-2003**, ITS-A-TYPO on the Letter! Its actual Date is  
 25 **06-04-2011** In The Administrative Record but NOT Listed in The  
 26 Transaction Report.  
 27  
 28

- 1       b) Letter Dated 06-27-2011, In the Administrative Record, but Called 06-  
2       24-2011 on Page 269 of the Transaction Report.
- 3       c) Letter Dated 08-23-2011, **NOT** in the Administrative Record, but Listed  
4       on Page 243 of the Transaction Report.
- 5       d) Letter Dated 10-11-2011, **NOT** in the Administrative Record, but Listed  
6       on Page 243 of the Transaction Report.
- 7       e) Letter Dated 11-17-2011, In the Administrative Record, but Called 11-  
8       16-2011 on Page 215 of the Transaction Report.
- 9       f) Letter Dated 08-07-2012, **NOT** in the Administrative Record and **NOT**  
10      Listed in the Transaction Report.
- 11      g) Letter Dated 09-20-2012, **NOT** in the Administrative Record but Listed  
12      on Page 60 of the Transaction Report.
- 13      h) Letter Dated 11-26-2012, In the Administrative Record, but Called 11-  
14      21-2012 on Page 40 of the Transaction Report.
- 15      i) Letter Dated 11-29-2012, **NOT** in the Administrative Record and **NOT**  
16      Listed in the Transaction Report.
- 17      j) Letter Dated 04-17-2013, **NOT** in the Administrative Record and **NOT**  
18      Listed in the Transaction Report.
- 19      k) Letter Dated 06-07-2013, May NOT Be In the Administrative Record,  
20      **NOT** Listed in the Transaction Report. (Shown as "**OGC Scan Only**")
- 21      l) Letter Dated 07-11-2013, May NOT Be In the Administrative Record,  
22      **NOT** Listed in the Transaction Report. (Shown as "**OGC Scan Only**")
- 23      m) Letter Dated 02-05-2014, May NOT Be In the Administrative Record,  
24      **NOT** Listed in the Transaction Report. (Shown as "**OGC Scan Only**")
- 25      n) Letter Dated 09-17-2015, May NOT Be In the Administrative Record,  
26      **NOT** Listed in the Transaction Report. (Shown as "**OGC Scan Only**")
- 27
- 28

**List Of Plaintiff's-Letters-To-MetLife That Were Discovered To Have  
Problems Within The Administrative Record.**

- A) 3-Separate Letters Dated 05-24-2011, NOT in the Administrative Record and NOT Listed in the Transaction Report.**
- B) 2-Separate Letters Dated 01-20-2012, NOT in the Administrative Record and NOT Listed in the Transaction Report.**
- C) 2-Separate Letters Dated 05-11-2012, NOT in the Administrative Record and NOT Listed in the Transaction Report.**
- D) 3-Separate Letters Dated 08-18-2012, NOT in the Administrative Record and NOT Listed in the Transaction Report.**
- E) Letter Dated 01-22-2013, In the Administrative Record, but Called 01-29-2013 on Page 37 of the Transaction Report.**
- F) Letter Dated 04-10-2013, NOT in the Administrative Record and NOT Listed in the Transaction Report.**
- G) Letter Dated 06-12-2013, NOT in the Administrative Record and NOT Listed in the Transaction Report. (Is Listed in the MetLife Letter Dated 09-17-2015)**
- H) Letter Dated 01-11-2014, NOT in the Administrative Record and NOT Listed in the Transaction Report.**
- I) Letter Dated 03-22-2014, NOT in the Administrative Record and NOT Listed in the Transaction Report.**
- J) Letter Dated 09-08-2015, NOT in the Administrative Record and NOT Listed in the Transaction Report.**
- K) Letter Dated 10-24-2017, NOT in the Administrative Record and NOT Listed in the Transaction Report.**
-

**ISSUE(S) AND VIOLATION(S):**

What Has Been Discovered and Proven Is MetLife And Raytheon Violated ERISA Law(s) and/or Regulation(s) As Shown By The Evidence Discovered In The Administrative Record, Documents and/or Letters From Various Treating Physicians With Examples Listed Within The **“STATEMENT OF PROVEN FACT(S).”** These Charges For Breach Of Fiduciary Duty By Fraud and/or Concealment While Engaging In Unlawful Acts To Wrongfully Deny A Claim Are

As Follows;

**A. Conflict Of Interest Due To This Plan Being One That Is Solely-Funded and Administered By The Employer Raytheon:**

1. Conflict Of Interest In Which This Plan Is Solely-Funded and Administered By The Employer Raytheon and MetLife Only Provides Certain Administrative Claims Services As Shown In MetLife’s Own Letter To The Plaintiff Dated **February 5<sup>th</sup>, 2014.**

**B. Failure To Develop and Provide A Plan Participant’s Or Beneficiary’s Complete and Factual Insurance Administrative Record:**

1. Failure To Contact A Plan Participant’s Or Beneficiary’s Attending Physicians Or Others For Medical Records and/or Reports To Properly Develop The Administrative Record.
2. Failure To Enter Available Medical Records and/or Reports Into a Plan Participant’s Or Beneficiary’s Administrative Record.
3. Failure To Enter Available Medical Records and/or Reports Into a Plan Participant’s Or Beneficiary’s Administrative Record In A Timely Fashion.

- 1       4. Entering Multiple False and/or Fraudulent Documents Within A Plan
- 2       Participant's Or Beneficiary's Administrative Record.
- 3       5. Entering Multiple False and/or Fraudulent Statements Within A Plan
- 4       Participant's Or Beneficiary's Administrative Record.
- 5       6. Withholding Available Medical Records and/or Reports From A Plan
- 6       Participant's Or Beneficiary's Various Doctors, Independent Medical
- 7       Examiners Or Others.
- 8       7. Providing False and/or Fraudulent Statements To A Plan Participant's
- 9       Or Beneficiary's Attending Doctors, Independent Medical Examiners
- 10      Or Others.
- 11      8. Withholding The Administrative Record From A Plan Participant,
- 12      Beneficiary Or Other Until Well After The Final Appeal Process Had
- 13      Ended.
- 14      9. Providing Only Allowed, Pertinent Or Relevant Portions Of The
- 15      Administrative Record To A Plan Participant, Beneficiary Or Other.
- 16      **C. Failure To Automatically Provide A Summary Plan Description In A**
- 17      **Timely Fashion and/or Upon Request By A Plan Participant, Beneficiary**
- 18      **Or Other:**
- 19      1. Restricting A Summary Plan Description (SPD) To The Company's
- 20      Intranet Site and/or Company's Benefits Department Requiring A Plan
- 21      Participant, Beneficiary Or Other To Obtain Special Access From A
- 22      Company Official.
- 23      2. Failure To Automatically Provide To A Plan Participant, Beneficiary
- 24      Or Other The Summary Plan Description (SPD) Within The "Required
- 25      90-Days" After One First Received Benefits.
- 26      3. Failure To Provide To A Participant, Beneficiary Or Other The
- 27      Summary Plan Description (SPD) Upon Request As Required By
- 28

1 ERISA Law.

2 4. Failure To Provide To A Plan Participant, Beneficiary Or Other The  
3 Necessary Information As Required To Be Within A SPD.

4 5. Withholding The Summary Plan Description (SPD) From A Plan  
5 Participant, Beneficiary Or Other Until Well After The Final Appeal  
6 Process Had Ended.

7 6. Failure To Divulge The Identities Of The Plan Administrator,  
8 Fiduciary and Others Upon Request By A Plan Participant,  
9 Beneficiary Or Other In Which Legal Process Could Be Served.

10 **D. Failure To Provide Adequate Notice In Writing To A Plan Participant Or**  
11 **Beneficiary Whose Claim For Benefits Under The Plan Had Been Denied:**

12 1. Failure To Provide To A Plan Participant, Beneficiary Or Other The  
13 Specific Reason(s) For The Denial Of The Claim In A Manner  
14 Calculated To Be Understood By The Plan Participant, Beneficiary Or  
15 Other.

16 2. Providing Substantially Deficient and/or Known Fraudulent Denial  
17 Letters To A Plan Participant, Beneficiary Or Other In Which The  
18 Administrative Record Had Evidence In The File Raising Doubts As  
19 To Its Conclusion And The Plan Administrator and/or Fiduciary Failed  
20 To Address Those Doubts In Its Notice.

21 3. Failure To Afford A Reasonable Opportunity To The Plan Participant,  
22 Beneficiary Or Other For A Full and Fair Review By The Appropriate  
23 Named Plan Administrator and/or Fiduciary.

24 4. Failure To Inform A Plan Participant, Beneficiary Or Other Of Their  
25 Notice Requirements and/or Rights Regarding Appeals and Reviews.

26 **E. Engaging In Frauds and Swindles Involving An ERISA Benefit Plan:**

27 1. Failure To Pay The Plan Participant Or Beneficiary The Correct Level  
28

1 Of Benefits When It Was Known By The Employer and Insurance  
 2 Carrier The Claimant Was Bought Into The Plan At 60% Pay Level  
 3 and They Were Paying The Benefits At Less Than 50% Pay Level.

4 2. Failure To Enter Or Document In The Administrative Record The  
 5 Existence and/or Receipt Of A Plan Participant's Or Beneficiary's  
 6 Letters With Medical Records and/or Reports From Doctors and  
 7 Others.

8 3. Creating Then Entering Multiple False and/or Fraudulent Mail Bar-  
 9 Code Records Within A Plan Participant's Or Beneficiary's  
 10 Administrative Record As Proof That Documents And Records Were  
 11 Sent When An Investigation Of These Mail Bar-Codes Show The  
 12 Letters and/or Packages Were Most Likely NEVER Sent.

13 4. Entering Multiple False and/or Fraudulent Statements Within A Plan  
 14 Participant's Or Beneficiary's Administrative Record Claiming To  
 15 Have Had Phone Conversations and/or Reviews With A Plan  
 16 Participant Or Beneficiary When The Phone Record(s) Clearly Show  
 17 These Phone Calls Actually NEVER Occurred.

18 5. Engaging In Deception and/or Fraud By Informing The Plan  
 19 Participant, Beneficiary Or Other The Refusal Of The Claimant's  
 20 Request For Information and Documents Was Based Upon ERISA  
 21 Law NOT Requiring Compliance Or Prohibiting The Request.

22 6. Engaging In Deception and/or Fraud By Informing The Plan  
 23 Participant, Beneficiary Or Other They Were NOT Eligible For The  
 24 Appeal Process and/or Arbitration Of The Claim Based Upon The  
 25 Claimant "NO-Longer-Being-An-Employee"!

26 7. Engaging In Deception and/or Fraud By Informing The Plan  
 27 Participant, Beneficiary Or Other They Had NO Legal Right(s) To  
 28



1 Appeal Or File Suite For Benefits As The Only Applicable Statute(s)  
 2 For This Claim Was That Within The Summary Plan Description and  
 3 It Had Already Expired.

4 **8. Ending The Plan Participant's Or Beneficiary's Administrative Record**  
 5 **On April 8<sup>th</sup>, 2013 Showing A Pre-Determined Plan By The**  
 6 **Employer, Insurance Carrier and/or Other To Deny The Claim NO-**  
 7 **Matter-What The Medical Evidence Showed.**

8 **9. Failure To Provide To A Plan Participant, Beneficiary Or Other The**  
 9 **Requested and/or Required By Law Missing Administrative Record**  
 10 **Names, Contact Information and Evaluations Of All Those Who Did**  
 11 **The Initial and Appeals Level Medical Review(s) On The Claimant.**

12 **10.Failure To Enter A Medical Director's Evaluation and/or Response**  
 13 **Into A Plan Participant's Or Beneficiary's Administrative Record As**  
 14 **Stated By The MetLife Administration Transaction Record Dated**  
 15 **June 25<sup>th</sup>, 2012 Found On Page 115.**

16 **11.Failure To Provide Information and/or Documentation To A Plan**  
 17 **Participant, Beneficiary Or Other Due To The Claim By The**  
 18 **Employer, Insurance Carrier and Other Claiming They Would NOT**  
 19 **Honor The Request Since The Claimant Asked The Wrong Question**  
 20 **and/or The Wrong Person.**

21  
 22 **F. Failure To Act Solely In The Interest Of Plan Participants Or Beneficiaries**  
 23 **While Engaging In Prohibited Transactions:**

- 24 **1. Engaging In Coercive Interference Of Rights To Which A Participant**  
 25 **Or Beneficiary Was Legally Entitled Under The Plan.**  
 26 **2. Discriminating Against A Plan Participant Or Beneficiary (American**  
 27 **With A Disability) In Order To Deny Rightful Employment and**  
 28 **Benefits.**

- 1       **3. Providing False Statements and/or Concealing Material Fact(s) To The**  
2       **Plan Participant, Beneficiary Or Other To Commit Fraud and/or**  
3       **Concealment.**
  - 4       **4. Failure To Contact A Plan Participant's Or Beneficiary's Treating**  
5       **Physician(s) To Clarify Or Understand Medical Tests and/or Diagnosis**  
6       **While Providing Fraudulent Conclusionary Statements Within The**  
7       **Administrative Record, To The Claimant and Others Which Was**  
8       **Based Solely On Known and Proven False Assumptions.**
  - 9       **5. Failure To Provide A Full and Fair Review Of A Claim In Which**  
10       **MetLife and/or Raytheon Limited The Review Of Medical Records**  
11       **During The Appeal Process To Those After November 19<sup>th</sup>, 2012 As**  
12       **Noted In The March 8<sup>th</sup>, 2013 MetLife Transaction Report.**
  - 13       **6. Engaging In Discrimination Where The Employer and Insurance**  
14       **Carrier Made Conditions So Difficult So As To Create A Constructive**  
15       **Discharge As Shown By Dr. Bacon's June 21<sup>st</sup>, 2012 Report.**
  - 16       **7. Failing To Provide The Necessary Doctor's Recommended Work**  
17       **Accommodations For A Plan Participant Or Beneficiary.**
  - 18       **8. Engaging In Conspiracy Where The Employer and Insurer Conspired**  
19       **Together To Fire The Plan Participant Or Beneficiary In An Act Of**  
20       **Retaliatory Discharge To Deny Rightful Benefits.**
  - 21       **9. Employer and Insurer Conspired Together By Contacting The Plan**  
22       **Participant's Or Beneficiary's Attending Doctors To Change Their**  
23       **Medical Diagnosis From Disabled To That Of NOT-Disabled.**
  - 24       **10. Employer and Insurer Conspired Together By Contacting The Plan**  
25       **Participant's Or Beneficiary's Attending Doctors To Block Medical**  
26       **Care and Endanger The Health and/or Safety Of The Claimant.**  
27  
28
-

**CONCLUSION(S):**

What Has Been Proven Beyond Doubt Is MetLife, Raytheon and Others  
Deliberately Committed Willful and Intentional Breaches Of Fiduciary Duty While  
Engaging In Continual Acts Of Fraud, Concealment and Various Other Illegal Acts

To Deny Rightful Benefits Due To A Claimant/Plaintiff.

These Criminal Acts, Which Were First Discovered After **September 9<sup>th</sup>, 2014**,

Could Only Have Been **DISCOVERED** After The Claimant/Plaintiff Had  
Obtained The Summary Plan Description (SPD), Enough Fragments Of The  
Administrative Record (Of Which Most Of It Is Still Missing To This Day) and  
Various Medical Reports From His Attending Physicians and Others.

As **ERISA § 413 / 29 U.S. Code § 1113** Clearly States, The Limitation Of Actions  
For A Breach Of Fiduciary Duty Involving Fraud and/or Concealment Is;

(1) Six-Years After;

(A) The Date Of The "Last-Action" Which Constituted A Part Of The Breach Or  
Violation; Or

(B) In The Case Of An "Omission" The Latest-Date On Which The Fiduciary  
Could Have Cured The Breach Or Violation; Or

(2) Three-Years After;

The Earliest-Date On Which The Plaintiff Had "Actual-Knowledge" Of The  
Breach Or Violation; Or

**EXCEPT** That In The Case Of "Fraud and/or Concealment", Such Action May Be  
Commenced NOT Later Than "Six-Years" After The "Date-Of-Discovery" Of  
Such A Breach Or Violation.

1 The Defendants May Attempt To Argue The Fault For This Claim Denial Fell  
2  
3 Upon The Claimant/Plaintiff, However The Administrative Record PROVES That  
4  
5 As FALSE Due To The Claimant/Plaintiff Regularly Furnishing The Medical  
6  
7 Records From All His Attending Physicians To MetLife and Others As Soon As  
8  
9 They Became Available. This Eliminates Their Claim Of Records NOT Being  
10  
11 Available For Review, Even Though Some Attending Physicians Stated In Their  
12  
13 Letters To The Claimant/Plaintiff That MetLife, Raytheon Or Others NEVER  
14  
15 Attempted To Contact Them For These Records, While MetLife States In Their  
16  
17 Own Claims File They-Had-These-Records In Their Possession When Needed!

18  
19 One Must Also Remember MetLife Claimed They and Raytheon Had The Sole-  
20  
21 Authority To Determine What Records Were Allowed, Pertinent and/or Relevant  
22  
23 To Be Obtained and Entered Into The Administrative Record, and As Such Be  
24  
25 Allowed Access To By The IME's, Claimant/Plaintiff Or Others! This Obvious  
26  
27 Case Of Willful and Intentional Fraud and/or Concealment Violated ERISA Law

28  
29 Regarding The Review Process Due To This Plan Being Operated Under A  
30  
31 Conflict-Of Interest, Since It Is Self-Funded and Administered By Raytheon With  
32  
33 Administrative-Support By MetLife, Who Stood To Gain Undue FINANCIAL-  
34  
35 REWARD For Denying The Claim! These Actions By MetLife, Raytheon and  
36  
37 Others Resulted In The Administrative Record Being Substantially Deficient  
38  
39 and/or Fraudulent and Therefore The Evaluations With Denial-Letters Which Were

1 Based Upon This Administrative Record Were Determined To Be The Same! For  
2 One To Claim The Administrative Record Being Deficient and/or Fraudulent Does  
3 NOT Automatically Make The Evaluations and Denial-Letters Deficient and/or  
4 Fraudulent Would Be Another Serious-Attempt To Further Violate The Law(s)  
5 and/or Procedure(s) Under Which ERISA Claims Are Governed!  
6  
7

8 What This **ULTIMATELY-PROVES** Is **The Statutes Of Limitations** For This  
9 ERISA Claim and/or Case **Has-NOT-Expired-Per-Law** and I Being The  
10 Claimant/Plaintiff Now File Suit For My Rightful and Due Benefits With All  
11 Appropriate Relief To Make This Claimant/Plaintiff Whole!  
12  
13

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## 14 **APPENDIX:**

### 15 **ERISA Plan Document(s).**

- 16 1. Disability At A Glance (2014)
- 17 2. Raytheon Company Disability Plan (12-01-2005)
- 18 3. Raytheon Company Disability Plan, Raytheon Company Short Term  
19 Disability Basic Benefit Plan (12-15-2006)
- 20 4. Raytheon Company Short Term Disability Basic Benefit Plan, Raytheon  
21 Company Disability Plan (03-10-2007)
- 22 5. Raytheon Company Short Term Disability Basic Benefit Plan, Raytheon  
23 Company Disability Plan (12-28-2009)
- 24 6. MetLife Administrative Record Transaction Report (Totaling 314-  
25 Pages)  
26  
27  
28

1       7. MetLife Administrative Record As Supplied To Claimant (For 2011 to  
2       2014)

3       **Relevant Evidence.**

- 4
- 5       1. Dr. Bacon Medical Record About Bacteria And Fungal Found (11-28-  
6       2006)
- 7       2. Dr. Bacon Medical Record About Forced Toxin Exposure (01-23-2007)
- 8       3. Dr. Bacon Medical Record About Staples Coming Out (12-30-2008)
- 9       4. Dr. Bacon Medical Record About Muscle Wall Open (12-14-2010)
- 10      5. Raytheon Lost Classified Computer Hard-Drives (2010)
- 11      6. Raytheon Refuses To Respond To Thrush-Law (10-11-2010)
- 12      7. AMRAAM Award (02-10-2011)
- 13      8. Dr. Bacon Medical Record About Sean's Letter (02-14-2011)
- 14      9. Dr. Bacon Medical Record About Complaints By Raytheon (03-14-  
15      2011)
- 16      10. Dr. Bacon Medical Record About System Wide Infection (04-12-2011)
- 17      11. Dr. Bacon Medical Record About Sutures Coming Out (06-13-2011)
- 18      12. Bacon Not Doctor Anymore (11-30-2012)
- 19      13. AT&T Phone Transaction Report (03-19-2013 to 04-18-2013)
- 20      14. Dr. Gray-Letter (11-13-2013)
- 21      15. Dr. Lilani ENDRO-Letter (11-08-2013)
- 22      16. Phoenix Cardiology-Letter (12-09-2013)
- 23      17. MetLife Records Request Tracking Record (10-25-2017)
- 24      18. From-MetLife-Insurance-Claim (11-29-2012)
- 25      19. From Raytheon-Term-Employment (12-04-2012)
- 26      20. From MetLife Original Refusal (11-03-2017)
- 27      21. Paul-To-MetLife-Request-For-Fiduciaries (03-05-2019)
- 28      22. Paul To Raytheon Request For Fiduciaries (03-05-2019)

- 1       **23.Raytheon Response To Plan Administrator Names (04-03-2019)**
- 2       **24.USPS Mail Tracking Report For Date (02-01-2013)**
- 3       **25.USPS Mail Tracking Report For Date (04-08-2013)**
- 4       **26.E-Mail From Veronica Thomas Ill-Meeting (02-10-2011)**
- 5       **27.E-Mail By Veronica About Paul's Office Being Gone (12-05-2011)**
- 6       **28.E-Mail Rejection By Mary Richardson (01-31-2013)**
- 7       **29.E-Mail Raytheon Security About Clearance (March and April 2013)**
- 8       **30.E-Mail Request For Plan-Or-Policy (09-25-2013)**
- 9       **31.E-Mail Response And Plan Received (09-30-2013)**
- 10       **32.E-Mail Request For Complete Admin-Record (11-13-2017)**
- 11       **33.E-Mail Request to Met-Life for Administrative Record (11-13-2017)**
- 12       **34.E-Mail Request to Beth Green for Administrative Record (11-13-2017)**
- 13       **35.E-Mail Request to Susan Campany for Administrative Record (11-13-**
- 14               **2017)**
- 15       **36.Dr. Schaller -Aetan-Business-Profile**
- 16       **37.Dr. Schaller Arizona-Medical-Board-License**
- 17       **38.Dr. Schaller Company-Purchased-By-Aetna**
- 18       **39.Dr. Schaller Consulting-Business-Addresses**
- 19       **40.Dr. Schaller Consulting-Company-Profile**
- 20       **41.Dr. Schaller Email To Washington-Medical-Board**
- 21       **42.Dr. Schaller Washington-Board-License 5-Digit-Search**
- 22       **43.Dr. Schaller Washington-Board-License 8-Digit-Search**
- 23       **44.Dr. Schaller Washington-Medical-Board Code-RCW 18.71.021**
- 24       **45.Dr. Schaller Washington-Medical-Board Code-RCW 18.71.030**

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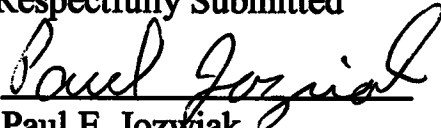
**PRAYER FOR RELIEF:**

I Being The Plaintiff Now Pray For Judgement Against The Defendant(s) and That

This Court Issue FULL and FAIR Equitable Relief As Follows:

1. Issue **Compensatory-Damages** As This Court Deems Appropriate and Just For Relief Of Incurred Loss Due To The Defendants Violations Of ERISA Law(s).
2. Issue **Declaratory-Relief** As This Court Deems Appropriate and Just To Make The Claimant/Plaintiff Whole Under ERISA Law(s).
3. Issue **Equitable-Relief** As This Court Deems Appropriate and Just To Ensure Compliance To ERISA Law(s) and The Terms Of The Plan/Policy.
4. Issue **Injunctive-Relief** Commanding Defendant(s) To Immediately Restore ALL The Claimant's/Plaintiff's Disability Benefits Which Are Rightfully Due Under The Claim# 671104141207, Group# 301791.
5. Issue **Punitive-Damages** Against The Defendants In A Fair and Just Amount For Their Violations Against ERISA Law(s) and The Claimant/Plaintiff.
6. Issue **Other-Appropriate-Relief** As The Court Deems Just In Order To Ensure The Defendants Do NOT Obtain Undue and Unjust Enrichment At The Expense Of A Wrongfully Injured Claimant/Plaintiff.
7. Award **Costs and/or Fees** To The Claimant/Plaintiff For His Documented Litigation Under ERISA § 502(g) / 29 U.S.C § 1132(g).

Respectfully Submitted

  
Paul E. Jozwiak

404 South Cedar Ave.,

Marshfield, WI 54449

Phone: (520)-818-4976



**STATEMENT OF VERIFICATION:**

I Have Read The Above Complaint and It Is Correct To The Best Of My  
Knowledge.

Date: January 15, 2020

Signature: Paul Jozual